

# MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

## Management Services Division Energy Assistance

## REQUEST FOR PROPOSAL PURCHASE OF SERVICE GUIDELINES RFP # 82110001

Issued February 13, 2015 Proposal due by 4 p.m., CDT, March 27, 2015

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES



February, 2015

To: Community Agencies, Organizations and Interested Parties

The Milwaukee County Department of Health and Human Services (DHHS) invites community agencies, organizations and interested parties to participate in the RFP process by submitting proposals for the Milwaukee County Energy Assistance Program. The Department welcomes new prospective vendors to participate in this RFP process.

Proposal materials (*Program Requirements* and *Technical Requirements*) will be available for download in electronic format beginning <u>Friday</u>, <u>February 13</u>, <u>2015</u> from:

http://county.milwaukee.gov/DHHS\_bids

A question and answer session (pre-Proposal conferences) will be held to discuss the proposal guidelines. The meeting has been scheduled at the following location, date and time. Please email questions in advance to <a href="mailto:dhhsca@milwaukeecountywi.gov">dhhsca@milwaukeecountywi.gov</a> no later than February 25, 2015.

Marcia P. Coggs Human Services Center 1220 West Vliet Street Milwaukee, WI 53205 Room 301C

March 2, 2015 1:00 p.m.,

All proposals for funding in response to this RFP must be received by the Department of Health and Human Services no later than <u>4:00 p.m. CDT, Friday, March 27, 2015</u>. No extensions will be granted for submission of proposals unless approved by the Director of the Department of Health and Human Services and the County Board Policy Committee.

#### Proposals may be mailed or delivered to:

Marcia P. Coggs Human Services Center Attention: Dennis Buesing Room 300 1220 West Vliet Street Milwaukee, WI 53205 To receive information or assistance, please contact the following persons:

#### **Program information and Technical Requirements:**

Diane Gallegos, Management Services Division, (414) 289-5744

#### Fiscal/budget questions:

Sumanish Kalia, Contract Administration (414) 289-6757

Thank you for your interest in the Milwaukee County Department of Health and Human Services RFP process.

Sincerely,

Héctor Colón Director Milwaukee County Department of Health and Human Services

#### **INFORMATION SUMMARY SHEET**

RFP Issuing Office: Milwaukee County – Management Services Division

RFP Issue Date: February 13, 2015

RFP Number: 82110001

Deadline for Receipt of

Conference Questions: Noon, February 25, 2015 Emails only

Date of Pre-Proposal Conference: 1:00 p.m., March 2, 2015

Pre-Proposal Conference Location: Marcia P. Coggs Human Services Center

1220 West Vliet Street Milwaukee, WI 53205

Room 301C

Deadline for Receipt of Post- Proposal

Conference Questions: Noon, March 4, 2015

Written Q & A Posted to Website: Monday, March 9, 2015

RFP Proposal Receipt Deadline: 4:00 p.m. CDT, Friday, March 27, 2015

Proposal, Q&A and Addenda Posting Site: http://county.milwaukee.gov/Corrections22671.htm

RFP Submission Location: Marcia P. Coggs Human Services Center

Attention: Dennis Buesing

Room 300

1220 West Vliet Street Milwaukee, WI 53205

RFP Administrator: Dennis Buesing

Email: dhhsca@milwaukeecountywi.gov

Phone: 414-289-5853

It shall be the responsibility of each vendor, prior to submitting a proposal, to check the website for addenda and other postings related to this RFP.

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## Management Services Division Energy Assistance

**SECTION 1:** 

**INTRODUCTION** 

#### 1. INTRODUCTION

Welcome to the Year 2015 Request for Proposal (RFP) process. The Technical Requirements set forth in these guidelines apply to proposals submitted for funding programs under the Department of Health and Human Services (DHHS) Management Services Division. The programs for purchase are described in Section 5 of this document, Year 2015 Purchase of Service Guidelines: Program Requirements.

The DHHS RFP process begins with the emailing of an "Interested Parties" letter to all current contractors and interested parties on the DHHS mailing list maintained by Contract Administration, and the publication of media announcements in the Milwaukee Journal-Sentinel newspaper. The "Interested Parties" letter is also posted on the County Business Opportunities Portal.

Proposals will be accepted **only** for the programs described as accepting proposals in the *Year 2015 Purchase of Service Guidelines: Program Requirements*, Section 5. The RFP information is organized into SIX (6) separate sections plus appendices. Instructions and forms are included in most sections; forms can also be found on the Contract Administration web page at:

http://county.milwaukee.gov/DHHS\_bids

Updates and revisions to this and other RFP related publications will occur through the proposal deadline, and can be viewed at:

http://www.county.milwaukee.gov/Corrections22671.htm

This site should be checked frequently, as it is the responsibility of the Proposer to respond to all requirements as they appear in the posted revisions.

ALL PROPOSALS WILL BE REVIEWED AND SCORED AS DESCRIBED IN THE "OVERVIEW OF PROPOSAL REVIEW PROCESS" FOUND IN PART 4 OF THE TECHNICAL REQUIREMENTS unless evaluation criteria is identified with Program Description in Section 5.

## Management Services Division Energy Assistance

**SECTION 2:** 

**RFP INFORMATION** 

#### 2. RFP INFORMATION

The Manager for this RFP is Mr. Dennis Buesing, Contract Administrator. Contact information can be found on page iv, INFORMATION SUMMARY SHEET.

#### **INQUIRIES, QUESTIONS AND RFP ADDENDA**

Proposers must submit their questions via email to dhhsca@milwaukeecountywi.gov as specified on the INFORMATION SUMMARY SHEET. **All questions must cite the appropriate RFP section and page number.** In addition, all questions should also be submitted via email to dennis.buesing@milwaukeecountywi.gov.

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Dennis Buesing or other persons mentioned as contacts in the interested party letter (refer to page iii above) on any matter related to the proposal, the proposer may be disqualified.

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal in writing through e-mail on or before the question submittal deadline.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above named individual of such error and request modification or clarification of the proposal document before the proposal due date.

If the proposer fails to notify DHHS prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this proposal request will be made in the form of an official written addendum issued by Milwaukee County DHHS. Proposers may attach additional relevant information to their proposal response. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website at:

http://www.county.milwaukee.gov/Corrections22671.htm. Proposers must check the website for posted addenda; they are encouraged to check daily.

The provisions of the proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

#### PROPOSER CONFERENCES

One question and answer sessions (Pre-proposal conferences) will be held to discuss the proposal guidelines, respond to written questions and to provide any additional instructions to proposers on submission of proposals. Date and location of the conference can be found on the INFORMATION SUMMARY SHEET.

#### REASONABLE ACCOMMODATIONS

Upon request, DHHS will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities. If the Proposer needs accommodations, please contact the RFP Manager.

#### **ESTIMATED TIMETABLE FOR RFP**

The key RFP dates can be found on INFORMATION SUMMARY SHEET. In the event that DHHS finds it necessary to change any of the specific dates and times in the calendar of events, it will do so by issuing an addendum to this RFP which will be posted at: http://www.county.milwaukee.gov/Corrections22671.htm

#### **CONTRACT TERM AND FUNDING**

The County as represented by DHHS intends to use the results of this Request for Proposal (RFP) to award Purchase of Service Contracts up for competitive proposal as listed in Section 5, Program Requirements, of this RFP. The DHHS reserves the right to award multiple contracts for each program in this RFP. Programs awarded contract allocations under this RFP are to be renewed annually upon review of contract compliance, for up to a three-year period (initial contract and up to two continuation funding cycles). Funds have been earmarked in advance to be allocated among the Programs of this RFP. All proposals within a program area will receive equal consideration in the review of proposals and the award of contracts.

The period of performance contracted will be for a period of 1 year from October 1, 2015 to September 30, 2016. There will be an option for 2 one-year renewals after the dates of the initial term. Such renewal shall be made by mutual agreement and be on the same terms and conditions as the initial contract.

Responses to this RFP shall be based upon a three (3) year term.

Continued funding for DHHS programs is contingent upon the availability of funds, a satisfactory continuation funding submission (Partial Submission), acceptable program performance, fulfilling required match, if any, review of the program by the applicable division at the end of each contract period, and the respective division administrator's discretion.

#### PREPARING AND SUBMITTING PROPOSALS

The evaluation and selection of contractors will be based on the information submitted in the proposal plus references, if applicable (such as called for in the Experience Assessment for New Proposer Agency, Items # 29c and 29d, or in individual program descriptions). Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

All proposals must be typed using the format and the forms presented in this booklet, or the DHHS website. All pages are to be numbered, with each requested item on a separate page. Proposals do not need to be submitted in binders, however each copy should be secured with a binder clip or other securement (please avoid using rubber bands to secure individual copies).

WITH RARE EXCEPTION, ALL SUBMISSION REQUIREMENTS APPLY TO ALL PROGRAMS. If there is any question about the applicability of a particular submission

item, contact the Technical Requirements contact person (p. iii) affiliated with the Division with which you are applying. In the case an item is determined **not** to be applicable, include a separate page in the appropriate place indicating this is the case and with whom you spoke. If a separate page is **not** included with this information and the item is **not** submitted with the proposal, it will be considered an omission. Points will be deducted during the proposal scoring process for all omissions, and depending upon which items are missing, the entire proposal may be removed from consideration.

Proposers applying for programs up for competitive, panel review: One original plus four copies of the complete proposal for each program must be submitted on three-hole punched paper for each program within each division for which funding is requested. A list of programs up for competitive, panel review can be found in the introduction to *Program Requirements* (section 5).

For Contractors in a **multi-year contract cycle or sole-sourced contracts/programs** which do not require a competitive, panel review, **one original plus one copy** of the completed proposal must be submitted on three-hole punched paper <u>for each program within each division</u> for which funding is requested.

Please note that contractors who are currently in a multi-year contract cycle have different submission requirements. These requirements are detailed in a separate "Proposal Contents" table.

#### **MODIFICATION OF PROPOSAL**

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal due date and time.

To accomplish this, a written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the due date and time.

#### **INCURRING COSTS**

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions, face to face interviews, presentations or negotiations of the Contract.

#### RENEWAL/DATES OF PERFORMANCE

Contractor shall begin work on October 1, 2015, subject to conclusion of successful contract negotiation and terminate September 30, 2016, unless the Contract is

otherwise renewed or extended, or it is indicated otherwise in the Program Requirements.

DHHS shall have the option of extending any contract for two additional one-year periods under the same terms and conditions, and upon mutual consent of DHHS and the Contractor, for all proposals up for competitive bid in this RFP.

Obligations of DHHS shall cease immediately and without penalty or further payment being required, if in any fiscal year, DHHS, state, or federal funding sources fail to appropriate or otherwise make available adequate funds for any contract resulting from this RFP.

#### **MISCELLANEOUS**

The Contractor shall agree that the Contract and RFP shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin and will be under Jurisdictions of Milwaukee Courts.

**RFP Document:** Proposals submitted by an agency become the property of Milwaukee County at the point of submission. For agencies awarded a contract, the proposal material is placed in an agency master file that becomes part of the contract with DHHS. It will become public information, and will be subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the conclusion of contract negotiations and the written Notification of Intent to Award a Contract, the proposal is considered a "draft" and is not subject to the open records law.

For agencies not awarded a contract, proposal material will be retained for a period of time as specified by County document retention policies.

#### PROPRIETARY INFORMATION:

Any restriction on the use of data contained within a request must be clearly stated in the Proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of the Milwaukee County Department of Health and Human Services.

Any materials submitted by the proposer in response to this RFP that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form. (see appendices) Confidential information must be

labeled as such. Costs (pricing) always becomes public information when Proposals are opened, and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the Proposal submitted.

## Management Services Division Energy Assistance

### **SECTION 3:**

PROPOSAL SELECTION AND AWARD PROCESS

#### 3. PROPOSAL SELECTION AND AWARD PROCESS

#### 3.1 PROPOSAL SCORING AND SELECTION PROCESS

All Proposals will first be reviewed by the RFP Manager and/ or his representative to determine if 1) all "Technical Requirements" have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. In the event that none of the Proposals meet one or more of the specified requirements, the DHHS reserves the right to continue the review and scoring of Proposals and to select the Proposals that most closely meet the requirements specified in this RFP.

Proposals that do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by DHHS. DHHS may request reports on a Proposer's financial stability and if financial stability is not substantiated, Milwaukee DHHS may reject a proposal. DHHS retains the right to accept or reject any or all proposals, or to accept or reject any part of a proposal if it is deemed to be in the best interest of DHHS. DHHS shall be the sole judge as to compliance with the instructions contained in this RFP.

#### REQUEST FOR PROPOSAL REVIEW AND SCORING:

Accepted Proposals will be reviewed and scored by the respective DHHS Departments. A panel of community experts, consumers and county staff will be composed to verify that the proposals meet all specified requirements. This verification may include requesting reports on the Proposer's financial stability, conducting demonstrations of Proposer's proposed products and/or services, and reviewing results of past awards to the Proposer by Milwaukee County or other funders. Accepted Proposals will be reviewed by a Review and Scoring Panel and scored against the stated criteria. A Proposer may not contact any member of the review panel except at the RFP Manager's direction. A Proposer's unauthorized contact of a panel member shall be grounds for immediate disqualification of the Proposer's Proposal. The panel may review references, request oral presentations and use the results in scoring the Proposals. However, DHHS reserves the right to make a final selection based solely upon review and scoring of the written Proposals should it find it to be in its best interest to do so.

Proposals are evaluated against the review and scoring criteria as indicated in 3.2. Review Panel scores are presented to division administrator(s), who may, or may not recommend the highest scoring proposal(s), to the Milwaukee County Board of Supervisors, if Board approval is required by state statute,

Any contract with a value of at least \$100,000, but not more than \$300,000, to which the County is a party and which satisfies any other statutory requirements, may take effect only if the County Board's Finance, Personnel and Audit Committee does not vote to reject the contract within 14 days after the contract is signed or countersigned by the Milwaukee County Executive.

If the Board's Finance Committee votes to reject a contract described above, the contract may take effect only if the contract is approved by a vote of the County Board within 30 days after the Board's Finance Committee votes to reject the contract.

Any single contract, or group of contracts between the same parties which generally relate to the same transaction, with a value or aggregate value of more than \$300,000, to which the County is a party and which satisfies any other statutory requirements, may take effect only if it is approved by a vote of the County Board.

The Milwaukee County Board of Supervisors may reject the department's recommendations and ask for an additional review and scoring of proposal(s), or require a reissuance of the RFP for the program(s) being recommended. The County Executive may veto, in part or in whole, the County Board's action.

The review and scoring panel will be the sole determiner of the points to be assigned. The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the responsibility of the RFP Manager.

The Review Panel has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. The Review Panel can ask for oral clarification to supplement written proposal, if it will assist review and scoring procedure.

In addition, the division administrator may convene a second panel to hear oral presentations from the highest-scoring proposers, based on the initial review and ranking of the proposals by the Review Panel based on the criteria outlined in the RFP.

The Proposer is responsible for any Proposal inaccuracies, including errors in the budget and any best and final offer (if applicable). The DHHS reserves the right to waive RFP requirements or gain clarification from a Proposer, in the event that it is in the best interest of the DHHS to do so.

The DHHS reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

#### 3.2 REVIEW AND SCORING CRITERIA

Proposals submitted in response to this RFP will be evaluated per the process and criteria detailed in Part 4 of Technical Requirements (**Section 4**).

#### 3.3 RIGHT TO REJECT PROPOSALS

**The DHHS reserves the right to reject any and all Proposals**. This RFP does not commit the DHHS to award a contract, or contracts.

#### 3.4 NOTICE OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the DHHS's intent to award a contract as a result of this RFP. A Notification of Intent to Award a contract does not constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the DHHS.

After Notification of the Intent to Award is made, copies of all Proposals will be made available for other proposer's inspection subject to proprietary information exclusion mentioned in **Section 2**. Any such inspection will be conducted under the supervision of DHHS staff. Photo copiers of proposals requested under the Wisconsin Public Records Law, Sections 19.21 and 19.35 of the Wisconsin Statutes will not be made available to requestors until contract negations with recommended proposers have been concluded. Copies of proposals will be made available for inspection only for five working days from the date of issuance of "Notice of Intent to Award" between 8:30 a.m. to 4:00 p.m. at:

Milwaukee County Department of Health and Human Services Contract Administration 1220 W Vliet Street, Suite 300 Milwaukee, WI 53205

Proposers should schedule inspection reviews with Cleo Stewart, at 414-289-5980 to ensure that space and time are available for the review.

#### 3.5. NEGOTIATE CONTRACT TERMS

The DHHS reserves the right to negotiate the terms of the contract, including the award amount, evaluation process, authorized budget items, and specific programmatic goals, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected proposer, the agency may negotiate a contract with another proposer at the respective division administrator's discretion.

#### 3.6 PROTEST AND APPEALS PROCESS

Only unsuccessful proposer(s) are allowed to file an appeal. Applicants can only protest or appeal a violation of the procedures outlined in these RFP instructions or in the selection process. Subjective interpretations by the reviewers are not subject to protest or appeal. All appeals must be made in writing and must fully identify the procedural issue being contested. On demand by such appellant(s), DHHS may provide the summary score(s) of review and scoring panel, but in no case will the names of panel members be revealed.

A written appeal, fully documenting the basis for the appeal, must be made in writing. The appeal must be as specific as possible and should identify deviations from published criteria in the selection process or the procedures outlined in these RFP instructions that are alleged to have been violated.

The written appeal should be filed with Héctor Colón, Director, Department of Health and Human Services, 1220 W. Vliet St., Suite 301, Milwaukee, WI 53205, and received in his office no later than five (5) working days after the notice of intent to contract or non-funding is post-marked. Late filing of the appeal will invalidate the protest.

The decision of the DHHS Director will be binding. For all divisions except BHD, a proposer may challenge the decision of the Director, per the process in Section 110 of the Milwaukee County Code of General Ordinances. DHHS may proceed to contract

vith the Proposer(s) selected even if an appeal is still pending if it is in the best inte f DHHS to do so.	rest

## Management Services Division Energy Assistance

## **SECTION 4:**

#### **TECHNICAL REQUIREMENTS**

#### 4. TECHNICAL REQUIREMENTS

These requirements are for submitting a proposal to DHHS. The DHHS reserves the right to add terms and conditions to the RFP as necessary.

This section contains mandatory requirements that Proposer(s) are required to provide or agree to at NO cost to DHHS. Proposers who cannot, or will not, meet all of these requirements may be disqualified on the grounds of noncompliance.

#### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing and submitting a proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this RFP:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised RFP or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

#### **DEVIATIONS AND EXCEPTIONS**

Submission of a proposal shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached "Statement of Deviations and Exceptions" (see Appendices). The DHHS reserves the right to reject or waive disclosed deviations and exceptions.

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the attached "Statement of Deviations and Exceptions" (see Appendices) and attached to the Cover Letter (item 2). In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Proposers shall be held liable.

# Part 1: AGENCY PROPOSAL INSTRUCTIONS and FORMS

## 2015 PURCHASE OF SERVICE PROPOSAL CONTENTS – I. INITIAL SUBMISSION

Technical Requirements		<u>Proposal</u>		
Item #	Item Description	Check each Item Included	Page # of Proposal	
INTRODUCTI	<u>ON</u>			
1	Proposal Summary Sheet			
	Proposal Contents			
2	Cover Letter			
	NCY PROPOSAL			
3	Authorization To File			
4	Agency Description and Assurances			
5	Board Of Directors, Owners, Stockholders Demographic Summary			
6	Ownership, Independence, and Governance			
7	Owners/Officers			
8	Mission Statement			
9	Agency Organizational Chart			
10	Agency Licenses and Certificates			
11	Indemnity, Data And Information, and HIPAA Compliance Statement			
13	Related Organization/Related Party Disclosure			
14	Employee Hours-Related Organization Disclosure			
15	Conflict Of Interest & Prohibited Practices Certification			
16	Equal Employment Opportunity Certificate			
17	Equal Opportunity Policy			
18	Audit Fraud Hotline			
19	Certification Statement Regarding Debarment And Suspension			
20	Additional Disclosures			
21	Certification Regarding Compliance With Background Checks – Children & Youth			
22	Certification Regarding Compliance With Background Checks - Caregiver			
23	Promotion of Cultural Competence			
24	Emergency Management Plan			
	ET AND OTHER FINANCIAL INFORMATION			
25	IRS Form 990 For Non-Profit Agencies			
26	Certified Audit/Board Approved Financial Statement			
27	Electronic versions of:			
	Form 1 (Program Volume Data)			
	Form 2 and 2A			
	Form 2B			
	Form 3 and 3S (Anticipated Program Expenses)			
	Form 4 and 4S (Anticipated Program Revenue)			
	Form 5 and 5A			
	Form 6-6H			

#### Part 3 - PROGRAM PROPOSAL

Technical Requirements		Dr	oposal
Item #	Item Description	Check each Item Included	Page # of Proposal
Part 3 –PROC	GRAM PROPOSAL		
28	Program Organizational Chart		
29a	Program Logic Model		
29b	Program Narrative		
29c	Experience Assessment For Agency		
29d	Experience Assessment For Agency Leadership		
29e	Most Recent Program Evaluation (Current Contractors)		
30	Provider Proposal Site Information		
31	Accessibility		
32	Staffing Plan		
33	Staffing Requirements		
34	Current Direct Service Provider/Indirect Staff Roster		
36	Client Characteristics Chart		
DCPI	Designation of Confidential and Proprietary Information		
SDE	Statement of Deviations and Exceptions		
Note: DCPI a	nd SDE forms are optional, check column if included	<u> </u>	
	ERVIEW OF PROPOSAL REVIEW PROCESS, PRO	POSAL RE	VIEW AND
SCORING CR			
	Proposal Review Process		
Proposal Revi	ew and Scoring Criteria		
Agency attests packet.	that all items and documents checked are complete a	nd included	in the proposa

Authorized Signature:	Date:	_
Printed Name:	Title:	
Agency:		

Proposers applying for **programs up for competitive, panel review** must submit all items in the above table (Introduction; Part 1, Agency Proposal; Part 2, Budget and Other Financial Information; and Part 3, Program Proposal).

#### II. FINAL SUBMISSION

After completion of the proposal review and upon receiving notice of a contract award, funded agencies are required to submit the following updated proposal items (if nothing has changed from initial submission, re-date and resubmit):

Item #	Item Description
1	Proposal Summary Sheet
12	Insurance Certificate
25	IRS Form 990 For Non-Profit Agencies
27	Budget Forms 1, 2, 2A, 2B, 3, 3S, 4, 4S, 5, 5A, and 6-6H
34	Current Direct Service Provider/Indirect Staff Roster

Final submissions are due by 4:00 p.m., September 8, 2015, and must be mailed or delivered to:

Milwaukee County DHHS
Contract Administration
1220 West Vliet Street, Suite 300
Milwaukee WI 53205
dhhsca@milwaukeecountywi.gov

#### III. SUBMISSIONS FOR AGENCIES CURRENTLY IN A MULTI-YEAR CYCLE

All agencies with programs that are currently in the second or third year of a multi-year contract cycle (do not require a competitive, panel review), **must** submit **all** the items listed above under FINAL SUBMISSION, **plus** the Authorization To File\* (Item 3), Emergency Management Plan (Item 25), **plus** any other items that have changed from the previous contract year (e.g., change in Board of Directors, change in Personnel Roster, etc.).

Submissions from all agencies must be received by the DHHS as stated in the INFORMATION SUMMARY SHEET.

<sup>\*</sup>Must be completed specifically for each contract year.

#### IV. DEPARTMENT OF HEALTH AND HUMAN SERVICES QUALITY ASSURANCE

Quality assurance activities help to ensure the appropriate expenditures of public funds and the provision of quality services. Quality assurance activities may include, but are not limited to:

- Review of evaluation reports submitted by the agency.
- Sampling of clients/participants served through participant interviews, client interviews, surveys/questionnaires, case file reviews, and/or service verification.
- On-site verification of compliance with the posting of the following documents: (a) participant/client rights, (b) non-discrimination policies.
- On-site monitoring of compliance with governmental and contractual requirements related to the provision of services.
- On-site monitoring of a contractor's organization and management structure, fiscal accountability and/or verification of services provided.

SAMPLE COVER LETTER (ON PROPOSER LETTERHEAD)	ITEM #2
DATE:	
Mr. Héctor Colón, Director Milwaukee County Department of Health and Human Services 1220 West Vliet Street, Room 301R Milwaukee, WI 53205	
Dear Mr. Colón:	
I am familiar with the "Year 2015 Purchase of Service Guidelines: Program and T Requirements" set forth by the Milwaukee County Department of Health and Human Services submitting the attached proposal which, to the best of my knowledge, is a true and crepresentation of the requested materials.	and am
Sincerely,	

Printed Name: \_\_\_\_\_\_Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

#### YEAR 2015 PROPOSAL SUMMARY SHEET

ITEM # 1

Agency		Agency Dire	ctor		
Name of parent coanother business			ses if agency is a		and/or affiliate of
Address					
Address Contact Person	(Street)	(City)	(State)	(Zip)	
Telephone #		Email			
Agency Fiscal Peri	od /lo/Day/Year to Mo/		lumber		
Please complete the Program name, and proposal must incluthan one division, a	d if applicable, de programs fro	a program numb om only one divisi	er must be assign on. In order to ap	ed to each ply for prog	program. This rams from more
Division:	DCSD DS	SD MSD	Housing		
(REFER TO TABLE O	F CONTENTS IN F	ROGRAM REQUIRE	MENTS FOR PROGE	RAM NUMBER	R & NAME)
A. Program N Continuation N		Program	Name:		_
2014 Funding: Site(s):		_ 2015 Reque	est:		
(1)(2)					

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE PROPOSAL PACKAGE.
PLEASE DUPLICATE AS NEEDED. PLEASE USE A SEPARATE SHEET FOR EACH DHHS DIVISION FOR WHICH YOU ARE SUBMITTING PROPOSALS, AS WELL AS A SEPARATE SHEET FOR EACH PROGRAM WITHIN EACH DIVISION FOR WHICH YOU ARE APPLYING

#### ITEM #3

## YEAR 2015 AUTHORIZATION TO FILE RESOLUTION (Applicable for Non-Profit and For-Profit Corporations Only)

**PLEASE NOTE**: Proposals cannot be recommended for funding to the Milwaukee County Board until the Authorization to File is completed and received by DHHS Contract Administration.

This is to certify that at the (Date) meeting of the Board of Directors of
(Agency Name), the following resolution was
ntroduced by (Board Member's Name), and seconded by
(Board Member's Name), and unanimously approved by
he Board:
BE IT RESOLVED, that the Board of Directors of (Agency
Name) hereby authorizes the filing of a proposal for the Year 2015 Milwaukee
County Department of Health and Human Services (DHHS) funding.
n connection therewith,
(Name and Title) and (Optional
Name(s) and Title) is (are) authorized to negotiate with DHHS staff.
n accordance with the Bylaws (Article, Section) of
Agency Name), (Name and Title)
and (Optional Name(s) and Title) is (are)
authorized to sign the Year 2015 Purchase of Service Contract(s).
Name: (Signature of the Secretary of
he Board of Directors) Date:

#### YEAR 2015 AGENCY DESCRIPTION AND ASSURANCES

ITEM#4

Please check all the statements below that describe your business entity: ☐ Partnership/Joint Venture Service Corporation (SC) Corporation For-Profit Limited Liability Company (LLC) Sole Proprietorship ☐ Single Member LLC Individual Credentialed Provider ☐ Non-Profit The agency has on file and agrees to make the following documents available for review upon request by DHHS. Articles of Incorporation (applicable for Corporations only) Operating Agreement (applicable for LLC only) Bylaws (applicable for Corporations only) Personnel Policies A client grievance procedure informing clients covered under DHS 94 of their rights and identifying the process clients may use to enforce those rights. The procedure is in compliance with Wisconsin Statute §51.61 and Wisconsin Administrative Code DHS 94. Audit Hotline Policy (see item 18) Accounting Policies and Procedure Manual in compliance with General Accepted Accounting Principles (GAAP) and the Wisconsin Department of Health and Family Services (DHFS) allowable cost policies. Agency billing procedure, in compliance with DHS 1, regulating billing and collection activities for care and services provided by the agency and purchased by Milwaukee County. A 'whistleblower' policy and procedure that enables individuals to come forward with credible information on illegal practices or violations of organizational policies. This policy must specify that the organization will not retaliate against individuals who make such reports. A conflict of interest policy and procedure to ensure all conflicts of interest, or appearance thereof, within the agency and the Board of Directors (if applicable) are avoided or appropriately managed through disclosure, recusal, or other means. At a minimum, the policy should require full written disclosure of all potential conflicts of interest within the organization. A code of ethics policy, which outlines the practices and behaviors expected from trustees, staff, and volunteers. The code of ethics policy shall be adopted by the board and shall be disseminated to all affected groups as part of orientation and updated annually. An emergency policy, which outlines the policies and procedures to be prepared for an emergency such as a tornado, blizzard, electrical blackout, pandemic influenza, or other natural or man-made

- 1. The steps Provider has taken or will be taking to prepare for an emergency;
- 2. Which, if any, of Provider's services will remain operational during an emergency;
- 3. The role of staff members during an emergency;
- 4. Provider's order of succession and emergency communications plan; and
- 5. How Provider will assist Participants/Service Recipients to individually prepare for an emergency.

disaster. Provider shall develop a written plan, to be retained in the Provider's office, which addresses:

medical, or physical needs are active	or residential care for individuals with substantial cognitive, ly encouraged to develop an individualized emergency risk Participants/Service Recipients have been offered any the plan.
Occupancy Permit and/or other permits req being provided.	uired by local municipalities, as applicable, for services
	f a certified audit report, performed by an independent by the State of Wisconsin, in compliance with the audit act.
Authorized Signature:	Date:
Printed Name:	Title:
Agency:	

# Items 5, 6, & 7 partially comprise the points scored under Administrative Ability Item 5 partially comprises the points scored under Cultural Diversity and Cultural Competence

# YEAR 2015 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS DEMOGRAPHY SUMMARY

Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

**Cultural Diversity** – The presence of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity.

Ethnicity	Female	Male	Disabled
Asian or Pacific Islander			
Black			
Hispanic			
American Indian or Alaskan Native			
White			
Totals			

A "disabled individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any person who:

- Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);
- 2. Has a record of such impairment, or;
- 3. Is regarded as having such impairment.

#### Ethnicity is defined as:

- 1. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- 2. Black: All persons having origins in any of the Black racial groups of Africa.
- 3. Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries).
- 4. American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- 5. White: All persons who are not Asian or Pacific Islander, Black, Hispanic, American Indian or Alaskan Native.

Item 5 Cont'd.

Authorized Signature:	Date:	
Printed Name:	Title:	
Agency:		

## YEAR 2015 BOARD OF DIRECTORS OWNERSHIP, INDEPENDENCE, COMPENSATION, AND GOVERNANCE (Applicable to for-profit and nonprofit Corporations Only)

Please list the current board members and indicate the office title, term, percentage of ownership interest (applicable for for-profit corporations only), amount of prior year's distributions or dividends (applicable for for-profit corporations only), whether the board member receives any compensation from the agency, and whether the board member can be considered independent. "Independent" board members include individuals (1) who are not compensated by the organization as an employee or independent contractor; (2) whose compensation is not determined by individuals who are compensated by the organization; (3) who do not receive, directly or indirectly, material financial benefits from the organization except as a member of the charitable class served by the organization; and (4) who are not related to (as a spouse, sibling, parent or child), or do not reside with, any individual described above.

In addition, a resume must be submitted for each board member. The resume should include the board member's name, education and experience but should exclude identifying information such as social security numbers, addresses, D.O.B and marital status.

Board Member Name	Office Title	Term	% Owner- ship	Amount Distributions/ Dividends (\$)	Compensated? (Yes/No)	Independent? (Yes/No)	Resume Attached

Are positions of	Agency	Head (e.g.	President,	Chief	Executive	Officer,	Executive	Director,	etc.),
Board Chair, and	Treasure	er held by se	eparate indiv	viduals	?				
Yes		•	•						
□ No									

If agency is a **non-profit** corporation with fewer than five board members, explain the rationale for the number of board members, and indicate what, if any, compensatory controls are in place to mitigate self-dealing and other potential abuses by the Board.

Board (	Committees/	Advisory	/ Committees
---------	-------------	----------	--------------

Committee Name	Committee Purpose

#### The Board of Directors' 2015 meetings for the agency will be held on the following dates:

January	May	September
February	June	October
March	July	November
April	August	December

Contractor agrees to retain Board of Directors' meeting minutes for a period of at least four (4) years following contract termination and agrees to provide Milwaukee DHHS access to the meeting minutes upon request.

Authorized Signature:	_ Date:
Printed Name:	Title:
Agency:	

#### ITEM # 7

#### YEAR 2015 AGENCY OWNERS/STOCKHOLDERS/OFFICERS

(applicable to all organizations)

Please list each agency owner, stockholder, officer, LLC manager, Partner, and/or LLC member, and indicate the office title and total compensation. For Non-profits this will include names of officers appointed by the Board (such as COO or CEO). In addition, for For-profit organizations also provide the percentage of ownership interest, amount of prior year's distributions or dividends from the agency during the prior year. Please note that only those stockholders holding twenty percent or greater interest must be listed. Volunteer board members with no ownership stake or compensation need not be listed here (but should be listed on Item 6). *This Item applies to both For-profit and Non-profit agencies*.

Name	Status	Office / Title	% Owner- ship	Amount of Distributions/ Dividends (\$)	Total Compensat ion (\$)*
	Stockholder/Owner/LLC Member/				
	Partner (for profit only)  Officer/LLC Manager (for profit only)				
	Officer (non profit only)				
	Stockholder/Owner/LLC Member/				
	Partner (for profit only)				
	Officer/LLC Manager (for profit only)				
	Officer (non profit only)				
	Stockholder/Owner/LLC Member/ Partner (for profit only)				
	☐ Officer/LLC Manager (for profit only)				
	Officer (non profit only)				
	☐Stockholder/Owner/LLC Member/				
	Partner (for profit only)				
	☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				
	Stockholder/Owner/LLC Member/				
	Partner (for profit only)				
	☐ Officer/LLC Manager (for profit only)				
	Officer (non profit only)				
	Stockholder/Owner/LLC Member/				
	Partner (for profit only)  Officer/LLC Manager (for profit only)				
	Officer (non profit only)				
	The series (non-prom sing)		L		
*Total Compensa	ation should reflect amount reporte	ed on IRS	Form W-2	2 and 1099.	
Authorized Signa	ature:	Date:			

Agency: \_\_\_\_\_

Printed Name: Title:

#### <u>Item 8 comprises the points scored under Mission</u>

#### YEAR 2015 AGENCY MISSION STATEMENT

ITEM#8

Submit your agency's Mission Statement. Explain how it aligns with the Division or Program's stated mission, values or goals.

#### **AGENCY ORGANIZATIONAL CHART**

ITEM#9

Submit an organizational chart of the agency detailing each major department or program.

#### **AGENCY LICENSES AND CERTIFICATIONS**

ITEM # 10

Submit a copy of each agency license or certificate required to provide the service for which you are requesting funds and copies of any notices of noncompliance or restrictions.

#### ITEM # 11

## YEAR 2015 INDEMNITY, DATA & INFORMATION SYSTEMS COMPLIANCE, HIPAA

#### **Indemnity/Insurance**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

#### **Provision for Data and Information Systems Compliance**

Contractor shall utilize computer applications in compliance with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. All Contractors shall have internet access, an email address, and shall utilize Microsoft Excel 2000 or newer, or shall use applications which are exportable/convertible to Excel.

#### **Health Insurance Portability and Accountability Act**

The contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the contractor provides or purchases with funds provided under this contract.

Authorized Signature:	_ Date:
Printed Name:	Title:
Agency:	

INSURANCE ITEM # 12

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability (which includes board, staff, and volunteers), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency vehicles (owned, non-owned, and/or hired). If any employees or other service providers of the Contractor will use their personal vehicles for any purpose related to the provision of services under this proposal, those employees or other service providers shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.

If the services provided under the contract **constitute professional services**, **Contractor shall maintain Professional Liability coverage as listed below**. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

TYPE OF COVERAGE <u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	MINIMUM LIMITS Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial General and/or Business Owner's Liability Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists And/or, Umbrella/Excess Liability	\$1,000,000 Per Accident Per Wisconsin Requirements \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Uninsured Motorists	Per Wisconsin Requirements

#### Professional Liability

To include Certified/Licensed Mental Health

and \$1,000,000 Per Occurrence AODA Clinics and Providers \$3,000,000 Annual Aggregate

and

Hospital, Licensed Physician or any other As required by State Statute

qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute

Any non-qualified Provider under Sec 655 \$1,000,000 Per Occurrence/Claim Wisconsin Patient Compensation Fund Statute \$3,000,000 Annual Aggregate State of Wisconsin (indicate if Claims Made

or Occurrence)

Other Licensed Professionals \$1,000,000 Per Occurrence

\$1,000,000 Annual aggregate or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with "additional insured" endorsement are:

- 1. Transport companies insured through the State "Assigned Risk Business" (ARB).
- 2. Professional Liability where additional insured is not allowed.

Workers Compensation coverage is required for all Contractors, regardless of organizational structure or size (includes one-employee providers as well as Contractors composed solely of independent contractors). A Waiver of Subrogation for Workers' Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided to DHHS.

Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Contract Administrator named as the "Certificate Holder") shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Provider's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

#### **CERTIFICATE HOLDER**

Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street
Milwaukee, WI 53205

If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Provider.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

#### YEAR 2015 RELATED PARTY DISCLOSURES

ITEM # 13

#### **Milwaukee County Employee**

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2012, 2013, and 2014 to any person who was at the time of payment, also employed by Milwaukee County.

County.				
Employee	2012 Wages	2013 Wages	2014 Wages	
☑No employment relationshi exists.	p with current or t	former Milwauke	ee County emplo	yees (within 3 years)
Related Party Relationships				
The agency rents from or contraserves on the Board of Director board member?   Yes   N				
If such a relationship exists, agreements, etc.	submit a copy of	lease agreeme	nts, certified app	oraisals, and contract
Submit a full disclosure of the ranticipated from each source, for of the immediate family of any better the board from which material "Immediate family" means an inadoption who receives, directly of from whom the individual receives	or each individual if a coard member, stockles or services are prodividual's spouse cor indirectly, more that	iny board member nolder, owner or courchased by the or an individual's an one-half of his	er, stockholder, ow officer, holds intere e agency, its sul relative by marri /her support direct	rner, officer, or member est in firms or serves on osidiaries, or affiliates. age, lineal descent, or ly from the individual or
Name	Relationship		% or Estimated	
Ivanic	Telationship		meeme	_
				_
Authorized Signature:		Date:		
Printed Name:		Titl	e:	
Agency:				

#### FORM 2C - YEAR 2015 EMPLOYEE HOURS - RELATED ORGANIZATION DISCLOSURE ITEM # 14

For each employee of your agency who works for more than one related organization which may or may not be under contract to Milwaukee County, the total number of weekly hours scheduled for each affiliated corporate or business enterprise must be accounted for by program/activity.

"Related Organization" is defined as an organization with a board, management, and/or ownership which is (are) shared with the Proposer organization.

Related Organization/

Agency: \_\_\_\_\_

Total Weekly

Employee Name	Employer	Program/Activity	Hours		
Please check the stateme	ent below, sign and date th	ne form if the above co	ondition does not exist.		
	, . <b></b>				
No employee of th	ne agency works for more	than one related orga	nization that may or may		
	not be under contract to Milwaukee County.				
Authorized Signature:		Date:			
			<del></del>		
Printed Name:		Title:			

#### **Interest in Contract**

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

#### **Interest of Other Public Officials**

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

#### **Prohibited Practices**

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, "No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

Said chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

Where Agency intends to meet its obligations under this or any part of this RFP through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this RFP.

Authorized Signature:	_ Date:
Printed Name:	Title:
Agency:	

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

#### **Non-Discrimination**

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

#### **Affirmative Action Program**

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the vendor's work force, where these groups may have been previously underutilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the afore-stated requirements, it shall be his responsibility to show that he has met all such requirements.

#### **Non-Segregated Facilities**

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

#### Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

#### Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

#### **Affirmative Action Plan**

(Signature)

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street 9th Floor, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292]. VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292]. If a current plan has been filed, indicate where filed and the years covered VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans. **Employees** VENDOR certifies that it has \_\_\_\_\_ (No. of Employees) employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) employees in total. Compliance VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

\_Address \_\_\_\_\_

City/State/Zip

Executed this \_\_day of \_\_\_\_, 20 \_\_by: Firm Name \_\_\_\_\_

### YEAR 2015 EQUAL OPPORTUNITY POLICY

ITEM # 17

is in compliance with the equal opportunity policy and standards of all
applicable Federal and State rules and regulations regarding nondiscrimination in employment and
service delivery.
EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS
It is the official policy of that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of race, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.
It is the official policy ofthat no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.
All officials and employees ofare informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.
To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery,has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms. /Mr Ms. /Mr may be reached during week days at  A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.
(Director or Chief Officer) (Title) (Date)

This Policy Statement shall be posted in a conspicuous location.

#### **Audit Services Division Hotline**

Milwaukee County has set up the Audit Services Division Hotline to be the primary conduit for concerned employees, citizens, and contractors to communicate allegations of fraud, waste and abuse involving County government. Milwaukee County's resolution states, in part,

"all department heads and administrators of Milwaukee County are hereby directed to provide information regarding Milwaukee County Audit Services Division Fraud Hotline to all professional service and construction contractors when they commence work for Milwaukee County and, further, that instructions and bulletins shall be provided to said contractors that they post this information in a location where their employees will have access to it and provide said information to any and all subcontractors that they may retain; and

...Milwaukee County funded construction and work sites shall also have posted the bulletin that the Audit Services Division has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement"

A Hotline bulletin is attached (See flyer under Appendices). Please distribute the revised bulletin to contractors as contracts are let or renewed and also post it prominently at all County employee work locations associated with your organization.

This certifies that the copies of Audit Hotline poster will be posted at prominent locations within our organization upon effective date of awarded contract.

Authorized Signature:	Date:
Printed Name:	Title:
Agency:	

#### **CERTIFICATION STATEMENT**

#### **DEBARMENT AND SUSPENSION**

The Proposer certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature:	Date:
Printed Name:	Title:
Agency:	

Agend	cy:			
Printe	ed Name:		Title:	
Autho	orized Signature:		Date:	
	☐ Yes ☐ No If ye	es, on a separate page	, please provide a de	tailed explanation.
5.	business entity ever misdemeanor, or any abuse, or abuse of co	been convicted of, or crime or municipal vic	pleaded guilty, or no olation, involving disl r alcohol, or are cha	rectors, members or officers of your o contest to, a felony, serious or gross nonesty, assault, sexual misconduct or rges pending against you or any of the otherwise?
	corr	ective action has been	en accepted by the	ailed explanation including if the epurchasing agency and completely action required by purchasing agency.
4.				submit a corrective action plan by virtue gency or purchaser of services?
	☐ Yes ☐ No If ye	es, on a separate page	please provide a det	ailed explanation.
3.	Within the past 5 ye audit?	ars has your organiza	ition had any reporto	ed findings on an annual independent
	folic	<ul> <li>Date of citation</li> <li>Description of</li> <li>Parties involve</li> <li>Current status</li> </ul>	violation ed	
			, please provide a de	tailed explanation outlining the
2.	(collectively "your C disciplinary action, when the collective is the collection of	ompany") ever been	a party to any co y local, state or fede	presentative, owner, partner or officer burt or administrative proceedings or ral statute, ordinance, rules, regulation, s alleged?
	☐ Yes ☐ No If ye	es, on a separate page	please provide a de	ailed explanation.
1.				or officer ever failed to perform work providing unsatisfactory service?

## RESOLUTION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING YOUTH

Proposer certifies that it will comply with the provisions of the Milwaukee County Resolution Requiring Background Checks, File No. 99-233. Agencies under contract shall conduct background checks at their own expense.

## RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HEALTH AND HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO CHILDREN AND YOUTH

Provisions of the Resolution requiring criminal background checks for current or prospective employees of DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements providing <u>direct care and services to Milwaukee County children and youth</u> were initially passed by the County Board in September, 1999.

In May, 2000, the County Board adopted a modification of the resolution that separates individuals who have committed crimes under the Uniform Controlled Substances Act under Chapter 961 Wisconsin Statutes from the felony crimes referenced in the original Resolution and those referenced under Chapter 948 of the Statutes.

The Resolution shall apply only to those employees who provide direct care and services to Milwaukee County children and youth in the ordinary course of their employment, and is not intended to apply to other agency employees such as clerical, maintenance or custodial staff whose duties do not include direct care and services to children and youth.

- 1. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they have a written screening process in place to ensure background checks, extending at least three (3) years back, for criminal and gang activity, for current and prospective employees providing direct care and services to children and youth. The background checks shall be made prior to hiring a prospective employee on all candidates for employment regardless of the person's place of residence.
- 2. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they are in compliance with the provisions of the Resolution; that the statement shall be subject to random verification by the DHHS or its designee; and, that the DHHS or its designee shall be submitted, on request, at all reasonable times, copies of any or all background checks performed on its employees pursuant to this Resolution.
- 3. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which do not submit to the DHHS or its designee, copies of any or all background checks, on request, at all reasonable times, pursuant to this Resolution, shall be issued a letter of intent within 10 working days by the DHHS or its designee to file an official 30-day notice of termination of the contract, if appropriate action is not taken by the contract agency towards the production of said documents.
- 4. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall perform criminal background checks on current employees who provide direct care and services to children and youth by January 31, 2001 and, after 48 months of employment have elapsed, criminal background checks shall be performed every four (4) years within the year thereafter.
- 5. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall hire prospective employees after January 31, 2001 conditioned on the provisions

stated above for criminal background checks and, after four (4) years within the year thereafter, and for new employees hired after January 31, 2001.

- 6. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of one or more of the following offenses shall notify the DHHS or its designee immediately. Offenses include: homicide (all degrees); felony murder; mayhem; aggravated and substantial battery; 1st and 2nd degree sexual assault; armed robbery; administering dangerous or stupefying drugs; and, all crimes against children as identified in Chapter 948 of Wisconsin Statutes.
- 7. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any other offense not listed in Number 6 shall notify the DHHS or its designee immediately. Offenses include but are not limited to: criminal gang member solicitations; simple possession; endangering public safety; robbery; theft; or, two (2) or more misdemeanors involving separate incidences within the last three (3) years.
- 8. DHHS contract agency employees and employees of agencies/organizations with which the DHHS has reimbursable agreements who provide direct care and services to children and youth, charged with any of the offenses referenced in Number 6 and Number 7, shall notify the DHHS or its designee within two (2) business days of the actual arrest.
- 9. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction as stated in Number 6, or a conviction that occurred less than three (3) years from the date of employment as stated in Number 7, the DHHS or its designee shall issue a letter of intent within 10 working days to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.
- 10. The DHHS or its designee, upon receipt of notification of potentially disqualifying past criminal misconduct or pending criminal charges as stated in Number 6 and Number 7 of this Resolution, shall terminate the contract or other agreement if, after 10 days' notice to the contract agency, the DHHS or its designee has not received written assurance from the agency that the agency has taken appropriate action towards the convicted current or prospective employee consistent with the policy expressed in this Resolution.
- 11. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any crime under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, and the conviction occurred within the last five (5) years from the date of employment or time of proposal, shall notify the DHHS or its designee immediately.
- 12. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, the DHHS or its designee shall issue a letter of intent, within 10 working days, to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth. Current or prospective employees of DHHS contract agencies or other reimbursable agreements who have not had a conviction within the last five (5) years under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, shall not be subject to the provisions of this Resolution.

## RESOLUTION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING CHILDREN AND YOUTH

This is	s to certify that
	(Name of Agency/Organization)
(1)	has received and read the enclosed, "PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;"
(2)	has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,
(3)	is in compliance with the provisions of File No. 99-233, the Resolution requiring background checks.
Autho	rized Signature: Date:
Printe	d Name:Title:
Agend	cy:

#### **CERTIFICATION STATEMENT**

#### RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS

(Applies to all agencies with employees who meet the definition of "caregiver", per definition below)

Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS13, Wis. Admin. Code *State of Wisconsin Caregiver Program* (all are online at <a href="http://www.legis.state.wi.us/rsb/code.htm">http://www.legis.state.wi.us/rsb/code.htm</a>). Agencies under contract shall conduct background checks at their own expense.

DEFINITION: EMPLOYEES AS CAREGIVERS (Wisconsin Caregiver Program Manual, http://dhfs.wisconsin.gov/caregiver/pdffiles/Chap2-CaregiverBC.pdf)

A caregiver is a person who meets all of the following:

- is employed by or under contract with an entity;
- has regular, direct contact with the entity's clients or the personal property of the clients; and
- is under the entity's control.

This includes employees who provide direct care and may also include Housekeeping, maintenance, dietary and administrative staff, if those persons are under the entity's control and have regular, direct contact with clients served by the entity.

This is to certify that		
This is to certify that(Name of Ager	cy/Organization)	
is in compliance with the provisions o Wis. Admin. Code <i>State of Wisconsin</i>	ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS Caregiver Program	3 13,
Authorized Signature:	Date:	
Printed Name:	Title:	
A gonov:		

## Item 23 partially comprises the points scored under Cultural Diversity and Cultural Competence

#### **CULTURAL COMPETENCE**

ITEM # 23

<u>Cultural Competence</u> - A set of congruent behaviors, attitudes, practices and policies formed within a system, within an agency, and among professionals to enable the system, agency and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

<u>Cultural Humility</u> - Cultural Humility recognizes variation within members of a group which may otherwise be similar in terms of race, gender, ethnicity, or other characteristic. The emphasis in Cultural Humility is not on specific knowledge of any given cultural orientation, but rather on an approach which demonstrates a respectful attitude toward diverse points of view, recognizing that groups of individuals cannot be reduced to a set of discrete traits. This approach specifically avoids making broad assumptions about groups based on defined traits or behaviors; instead, it focuses on recognizing and integrating the unique perspective each client brings to the service delivery experience.

**Describe your proposed strategy for developing and maintaining Cultural Competence.** Apart from having a culturally diverse board and or staff, please provide specific examples of existing and/or proposed policies, procedures, and other practices promoting Cultural Competence. A defining characteristic of Cultural Humility is client centered care. Proposers should describe their client centered approach specifically in terms of how it incorporates Cultural Humility.

## Item 24 partially comprises the points scored under Administrative Ability EMERGENCY MANAGEMENT PLAN

ITEM # 24

In order for Agencies under contract with DHHS to be prepared for a natural or man-made disaster, or any other internal or external hazard that threatens clients, staff, and/or visitor life and safety, and in order to comply with federal and state requirements, Agencies shall have a written Emergency Management Plan (EMP). All employees shall be oriented to the plan and trained to perform assigned tasks. Submit a summary of your Emergency Management Plan (no more than 6 pages) that identifies the steps Proposer has taken or will be taking to prepare for an emergency and address, at a minimum, the following areas and issues:

- 1. Agency's order of succession and emergency communications plan, including who at the facility/organization will be in authority to make the decision to execute the plan to evacuate or shelter in place and what will be the chain of command;
- 2. Develop a continuity of operations business plan using an all-hazards approach (e.g., floods, tornadoes, blizzards, fire, electrical blackout, bioterrorism, pandemic influenza or other natural or man-made disasters) that could potentially affect current operations or site directly and indirectly within a particular area or location:
- 3. Identify services deemed "essential", and any other services that will remain operational during an emergency (Note, Agencies who offer case management, residential, or personal care for individuals with medical, cognitive, emotional or mental health needs, or to individuals with physical or developmental disabilities are deemed to be providers of essential services);
- 4. Identify and communicate procedures for orderly evacuation or other response approved by local emergency management agency during a fire emergency;
- 5. Plan a response to serious illness, including pandemic, or accidents:
- 6. Prepare for and respond to severe weather including tornado and flooding;
- 7. Plan a route to dry land when a facility or site is located in a flood plain;
- 8. For residential facilities, identify the location of an Alternate Care Site for Residents/Clients (Note, this should include a minimum of two alternate facilities, with the second being at least 50 miles from the current facility);
- Identify a means, other than public transportation, of transporting residents to the Alternate Care location (Note, for Alternate Care Sites and transportation, a surge capability assessment and Memorandum of Understanding (MOU) with Alternate Care Site and alternative transportation provider should be included in the development of the emergency plan);
- 10. Identify the role(s) of staff during an emergency, including critical personnel, key functions and staffing schedules (Note, in the case of Personal Care Workers, staff should be prepared to accompany the Client to the Alternate Care Site, or local emergency management identified Emergency Shelter). Provide a description of your agency's proposed strategy for handling fluctuations in staffing needs. Examples may include, but are not limited to: referral networks, flexible staffing, on-call staff, or "pool" workers, and other strategies to expand or reduce physical or staff capacity due to crisis, variations in client volume, or other staffing emergencies;
- 11. Identify how meals will be provided to Residents/Clients at an Alternate Care Site. In addition, a surge capacity assessment should include whether the Agency, as part of its emergency planning, anticipates the need to make housing and sustenance provisions for the staff and/or the family of staff;

- 12. Identify how Agencies who offer case management, residential care, or personal care for individuals with substantial cognitive, medical, or physical needs shall assist Clients to individually prepare for an emergency and obtain essential services during an emergency, including developing a Care Plan that includes an emergency plan on an individual level.
- 13. Ensure that current assessment and treatment plan for each Resident/Client with specific information about the characteristics and needs of the individuals for whom care is provided is available in an emergency and accompanies the Resident/Client to the Alternate Care Site. This should include: Resident identification, diagnosis, acuity level, current drugs/prescriptions, special medical equipment, diet regimens and name and contact of next of Kin/responsible person/POA.
- 14. Identify staff responsible for ensuring availability of prescriptions/medical equipment and Client information at Alternate Care Site;
- 15. Communicate and Collaborate with local emergency management agencies to ensure the development of an effective emergency plan (typically the fire chief, or his/her designee); and
- 16. Collaborate with Suppliers and Personal Services Providers.

Describe, in detail, formal and informal agreements (such as Memoranda of Agreement) which support elements of your plan, as well as any specific examples of tests, drills, or actual implementation of any parts of your plan. Agencies shall have agreements or MOUs with other agencies or operators of Alternate Care Sites and assess the availability of volunteer staff for such emergencies.

Proposers can find resources for EMPs including sample plans, Mutual Aid Agreement and templates at the following website:

http://www.dhs.wisconsin.gov/rl\_dsl/emergency-preparedness/emerg-prep-hva.htm

If Proposer serves persons with special needs receiving in-home care, or care in a supportive apartment, it should have the Client, the caregiver or someone upon whom the Client relies for personal assistance or safety complete a disaster preparedness checklist.

The Milwaukee County DHHS policy on this topic can be found at: http://county.milwaukee.gov/ContractMgt15483.htm under Reference Documents: Policies and Procedures.

# Part 2: BUDGET AND OTHER FINANCIAL INFORMATION INSTRUCTIONS and FORMS

IRS FORM 990 ITEM # 25

Organizations exempt from income tax under Section 501(c) of the Internal Revenue Code are required to submit the most recent copy of their Internal Revenue Service (IRS) Form 990 with their corresponding CPA audit report.

Note: This does not apply to new agencies that have never filed IRS Form 990

#### CERTIFIED AUDIT/BOARD APPROVED FINANCIAL STATEMENT

ITEM # 26

Agencies not under contract with the DHHS should submit a copy of the agency's prior year certified audit or the most recent Board of Directors approved financial statement if an audit has not been performed for that year.

For information on audit and invoicing requirements should a contract be awarded, see the <u>Audit and Reporting Requirements</u> document available at: http://county.milwaukee.gov/DHHS\_bids.

BUDGET FORMS ITEM #27

Item 27, forms 1 – 6H comprise the points scored under Budget Justification

All proposers must define a unit of service and calculate a cost per unit on Budget Form 1 regardless of the payment method expected to be identified in the final executed contract. Form 1 partially comprises the points scored under Budget Justification.

Form 2 partially comprises the points scored under Staffing Plan

Form 2B partially comprises the points scored under Cultural Diversity and Cultural Competence

Budget Forms 1, 2, 2A, 2B, 3, 3S, 4, 4S, 5, 5A, and 6 – 6H, are all linked with one another and are located at:

http://county.milwaukee.gov/DHHS\_bids.

All Proposers (including those contracts reimbursed on net expenses) must report unit details on budget Form 1. Proposers must define the unit of services, and provide enough information that will allow DHHS to convert units to a common unit of service in order to compare budgeted costs between Proposers. DHHS may request further information on budgeted units from Proposer at its discretion. These forms must be used in the format provided, and completed according to the Instructions provided with the Linked forms under various tabs marked "Instructions". Any forms that have been altered will not be accepted; the item will be considered an omission in the proposal and will be scored accordingly during the review process.

All Proposers in addition to submitting a hard copy, must submit budget forms electronically to dhhsca@milwaukeecountywi.gov In the subject line indicate agency name, contract division (DSD, MSD, DCSD, or Housing) and "2015 budget forms" e.g. XYZAgency-DSD-2015 Budgetforms.xls

# Part 3: PROGRAM PROPOSAL INSTRUCTIONS and FORMS

#### PROGRAM PROPOSAL: COMPLETE PARTS 2 AND 3 FOR EACH PROGRAM

A separate PART 2, BUDGET AND OTHER FINANCIAL INFORMATION and PART 3, PROGRAM DESIGN, must be completed <u>for each program</u> for which an agency is requesting DHHS funding. Agencies are required to submit a separate program proposal section, including all of the required submission items in PART 1, for each program, <u>not for each site</u>. If an agency offers a program at more than one site, Items 30 and 31 must be submitted **for each site**.

#### PROGRAM ORGANIZATIONAL CHART

ITEM # 28

Provide an organizational chart which shows, in detail, position titles and reporting relationships within the specific program being proposed. If the agency is bidding on/operating multiple sites, the organizational structure at each site should be indicated. Include all positions for which funding is being requested.

#### PROGRAM LOGIC MODEL AND EVALUATION REPORT

(To be included In Initial Submission of ALL Proposals except for the Birth-3 Program)

ITEM # 29a

Use single words or short phrases to describe the following:

**Inputs:** List the physical, financial, and human resources dedicated to the program.

Processes/Program Activities: List the services to be delivered, to include any "Required Program Components" as described in the Program Requirements.

Outputs: List the volume of processes/program activities to be delivered, to include any "Expected Outputs" listed in Program Requirements (See Section 5 for Program Requirements).

**Expected Outcomes:** List the intended benefit(s) for participants during or after their involvement with a program, **to include all "Expected Outcomes" listed in the Program Requirements**, as well as any additional outcomes already established for the program. If no "Expected Outcomes" are listed in the Program Requirements, Proposer shall identify their own expected outcomes for the program. Proposer identified expected outcomes must reflect increases, decreases, or maintenance of knowledge, skills, behaviors, condition, and/or status.

**Indicators** List the measurable approximations of the outcomes you are attempting to achieve, **to include any required "Indicators" listed in the Program Requirements.** Indicators are the observable or measurable characteristics which indicate whether an outcome has been met, which shall be expressed by number and/or percentage.

For more examples of Inputs, Processes, Outputs, and Outcomes, see DHHS Outcomes Presentation, March 16, 2006, at: http://county.milwaukee.gov/ContractMgt15483.htm (Look under "Reference Documents")

Projected Level of Achievement-Using column F of your Program Logic Model (Item 29a), identify the number and percentage of participants you project will achieve each "Expected Outcome" for each program proposed.

Describe methods of data collection proposed. Describe how consumers and community members are integrated into the process of evaluating the program, as appropriate, e.g., through satisfaction surveys, board and committee membership, public forums, etc. Include copies of any instruments

used to collect feedback from consumers or the community.	Give a specific example of how the
results of this feedback have been used.	

## PROGRAM LOGIC MODEL and ANNUAL EVALUATION REPORT (Sample) ITEM #29a

	Α	В	С	C1	D DEE and Anno	E	F	, G	Н
	I	Processes/Program	0.44.	For evaluation report	Function of Outcomes	lu dia stana	Projected	For evaluati	on report
	Inputs	Activities	Outputs	Actual level of achievement	Expected Outcomes	Indicators	level of achievement	Actual level of achievement	Description of changes
	Staff Clients Communit y sites (list	Staff establish sites for community activities. Staff and clients identify community interests.	32 unduplicat ed clients		Outcome 1: Clients increase awareness of community resources.	Number and percent of clients who demonstrate an increase in awareness of community resources, as measured by pre and post test scores	24 (75%) of clients will achieve the outcome		
example	major ones)  Communit y living curriculum	Staff arrange/coordinate transportation to/from community activities.  Staff facilitate community activities.	will participate in 500 community living experience s.		Outcome 2: Clients increase utilization of public and private services in their community.	Number and percent of clients who demonstrate an increase in utilization of public and private services in their community	24 (75%) of clients will achieve the outcome		
	Transporta tion (vans)	Staff conduct pre and post activity workshops to teach and support clients' involvement in community life			Outcome 3: Clients generalize acquired skills to other home and community living situations	Number and percent of clients who generalize acquired skills to other home and community living situations	24 (75%) of clients will achieve the outcome		

ITEM # 29a

A	В	С	C1	D	Е	F	G	Н
Inputs	Processes/Program	Outputs	For evaluation report Actual level	Expected Outcomes	Indicators	Projected level of	For evaluation report	
Inputs	Activities	Outputs	Actual level of achievement	Expedied Odicomes	malcators	achievement	Actual level of achievement	Description of changes
			acmevement					

## Items 29b and 290c & d (as applicable) partially comprise the points scored under Previous Experience

#### **PROGRAM NARRATIVE**

ITEM # 29b

Identify the name and number of the program for which you are requesting funding as it is identified in the *Year 2015 Purchase of Service Guidelines: Program Requirements*.

Provide a narrative to adequately describe the program you are proposing. The Program Description Narrative MUST correspond with and derive from Item 29a, Program Logic Model.

Refer to the Year 2015 Purchase of Service Guidelines: Program Requirements for all the required program components for the program you are proposing. In particular, each proposed program must include:

- All Required Program Components (As identified in Section 5, 2.2 Core Service Requirements)
- Required Documentation
- Expected Outputs
- Expected Outcomes
- Indicators

If no "Expected Outcomes" are listed in the Program Requirements, Proposer shall identify their own expected outcomes for the program. Proposer identified expected outcomes must reflect increases, decreases, or maintenance of the service recipients' knowledge, skills, behaviors, condition, or status. Where indicated, programs must utilize Indicators as they appear in the Program Requirements, OR Proposer shall propose a minimum of one indicator for each "Expected Outcome".

Using the table on the next page, describe the agency's ability to provide this program, and the agency's experience serving the targeted populations. Include any existing agency programs utilizing a similar service delivery system and the number of years the program has been in operation. Discuss past service experience with similar contracts. Specifically address recent and current experience in terms of program volume, target population, dollar amount of contract, and service mix (i.e., types of services provided).

Program Name	Funding period	Funder	Program volume	Target Population	Dollar amount	Service Mix

Items 29c, 29d, or 29e as applicable, partially comprise the points scored under Administrative Ability

Item 29c or 29d, as applicable, comprises the points scored under Outcomes and Quality Assurance

#### **EXPERIENCE ASSESSMENT FOR NEW PROPOSER AGENCY**

ITEM # 29c

For agencies with some history of funding, but without a current DHHS contract, submit this form. **This document shall be completed by a prior funder**, and is subject to verification.

If unable to get an Experience Assessment from a prior funder, proposer may submit alternate documentation to verify agency experience. Examples of alternate documentation include, but are not limited to: grant agreements, grant proposals, correspondence, contracts, evaluation reports, or annual reports. Please submit this information attached to form 29C. Also please provide contact information of the prior funder, i.e. contact person, title, phone number, and email address.

Pe	erformance Assessment for (Agency)
Fr	om (Funding Source)
Ρle	ease provide the following information relating to Agency's history with Funding Source.
1.	Name of Program
2.	When and for how long did Funding Source fund this program?
3.	Program volume: How many people did this program serve?
4.	Target Population: What was the primary target population for this program?
5.	What was the dollar amount provided by Funding Source?/year
6.	What services were provided through this program?

7.	Was this program funded through a federal, state or local funding stream under a cost reimbursement framework? (Y/N)								
8.	If no longer funding this program, wh	y not?_							
<ul> <li>9. What level of program performance was achieved? Please calibrate your rating according to the following scale: <ul> <li>0 Does/did not meet expectations</li> <li>1 Meets/met very little of what is/was expected</li> <li>2 Meets/met fewer than half of expectations</li> <li>3 Meets/met more than half of expectations</li> <li>4 Meets/met all expectations</li> <li>5 Exceeds/exceeded all expectations</li> </ul> </li> </ul>									
	ease evaluate the following performan ting scale on previous page:	ice area	as circling the num	iber correspondi	ng to the				
Ap 0	opropriate use of budget 1 2	3	4	5	NA				
Cc	omments:								
0	chievement of established outcomes 1 2  pmments:	3	4	5	NA				
	omments.								
Tir O	mely submission of program reports 1 2	3	4	5	NA				
Cc	omments:								
0	ccurate submission of program reports 1 2  pmments:	3	4	5	NA				
J	oninono.								

Signea,			
Name (print)			<u> </u>
Title			
Phone			
Fmail			

#### ITEM #29d

### EXPERIENCE ASSESSMENT FOR NEW PROPOSER ORGANIZATIONAL LEADERSHIP

For new agencies, or for agencies without a contracting history of any kind, complete and submit this form. A separate form should be submitted for the *head of the organization*, *senior fiscal and program staff*. **This document shall be completed by a prior funder or by a prior employer**, and is subject to verification.

A separate form should be submitted for the *head of the organization and senior fiscal and program staff*. Please have a prior fundor or a prior employer complete the form(s).

If unable to get an Experience Assessment from a prior fundor, proposer may submit alternate documentation to verify organizational leadership. Examples of alternate documentation include, but are not limited to: current or previous position/job description, prior agency's mission statement, W2 form, or annual report. Please submit this information attached to form 29d. Also please provide contact information of the prior funder, i.e. contact person, title, phone number, and email address.

Pe	erformance assessment for (Individual):
Fr	om (Agency)
Ρl	ease provide the following information relating to Individual's history with Agency.
1.	Individual's title
2.	When and for how long did Individual work for Agency?
3.	Program volume: How many people were served by this program?
	What was Individual's role in program administration?
	DirectIndirect (supervision)Limited or none
4.	Target Population: What was the primary target population for this program?
5.	What was the dollar amount provided by Funding Source?/year
	What was Individual's role in fiscal management of the program?
	DirectIndirect (supervision)Limited or none
6.	What services were provided through this program?
7.	If no longer funding this program, why not?

#### EXPERIENCE ASSESSMENT FOR NEW PROPOSER LEADERSHIP

ITEM # 29d-Page 2

8.	What level of program performance was achieved?	Please calibrate your ratings
	according to the following scale:	

- 0 Does/did not meet expectations
- 1 Meets/met very little of what is/was expected
- 2 Meets/met fewer than half of expectations
- 3 Meets/met more than half of expectations
- 4 Meets/met all expectations
- 5 Exceeds/exceeded all expectations

Please evaluate the following performance areas circling the number corresponding to the rating scale on previous page:

App	ropriate use o	f budget				
0	1	2	3	4	5	NA
Cor	nments:					
Ach		stablished outco 2	omes 3	4	5	NA
Cor	nments:					
Tim 0	ely submission 1	n of program rep 2	oorts 3	4	5	NA
Cor	nments:					
Acc	urate submiss 1	ion of program i	reports 3	4	5	NA
		<del>-</del>	_	4		
 Sigi						
Nar	ne (print)					
Title	e					
<u>Phc</u>	one_			_		
Em.	oil					

Program Evaluation: Agencies **currently under contract to the DHHS** in 2014 must include a copy of the most recent annual or semi-annual program evaluation report for the program currently provided, or, if several programs are being provided, for the program that is the most similar to the service being applied for in this proposal.

Provide a separate sheet for each site location where services are provided.

Agency Name:	Site Name:
Site Address:	City/State/Zip:
Site Contact Person:	Title:
Phone:	Email:
Fax:	
Describe differences in programs or services	available at this site:
Total number of unduplicated consumers you time:	are presently able to serve at any one
Total number of unduplicated consumers you	are currently serving:
Please check if your agency provides the followard programs for menPrograms for work services for pregnant womenServices for families with childrenServices for Persons Involved in the CrirServices for the Developmentally DisabledServices for the Physically DisabledServices for persons with co-occurring materials.	omenPrograms for men & womenChildcare provided minal Justice System ed
Hours of operation:for specific program Monday: Tuesday: Wednesday: Thursday: Friday: Saturday: Sunday: Emergency contact available 24 hour	
Agency owns this Service Site	
Agency leases this Service Site:	
Expiration date of Lease:	ne end of the contract year, at minimum)

#### **Item 30 Service Site Certification:**

proposal submission.	
Signed,	
Name (print)	-
Title	-
Phone	

I certify that the **PROVIDER SERVICE SITE INFORMATION** is correct as of the date of

What is your agency's plan to serve clients:

- With physical disabilities
- With developmental disabilities
- With hearing impairment
- With visual impairment
- Who are non- English speaking or have limited English proficiency
- Who require personal care assistance

List any other services enhancing program access, e.g. agency located near public transportation, etc.

#### Item 32 partially comprises the points scored for Administrative Ability

STAFFING PLAN ITEM # 32

Describe the staffing plan and its relationship to the volume of clients or services to be provided. Describe in terms of staff to client ratios, client volume or case load per staff, or how many staff are needed to perform a particular activity. Any program with the potential to require 24-hour coverage must submit a detailed description of how, by staff position, coverage will be provided.

Agencies providing services at more than one site must include a description of the staffing pattern for each site, if different. If the staffing pattern is the same for each site, include a statement to that effect.

#### Items 33 and 34 partially comprise the points scored under Staffing Plan

#### YEAR 2015 STAFFING REQUIREMENTS-DIRECT SERVICE STAFF

ITEM # 33

Indicate the number of staff directly related to achieve your objectives for the program(s) you are applying for, as indicated by codes 02 and 04 on Forms 2 and 2A. Executive staff providing direct services to clients should be budgeted as either "Professional Salaries" or "Technical Salaries" on Budget Forms 2 and 2A. Provide a job description plus necessary qualifications for each direct service position (sections A & B) (make additional copies as necessary). Complete the attached roster (item 34) for current staff working in each program for which a proposal is being submitted. If the position is unfilled at the time of proposal submission, indicate the vacancy and provide updated staffing form within 30 days of when position is filled. For New Applicants for this program, submit calculations showing the agency-wide average of in-service/continuing education hours per direct service provider in the previous year.

PROGRAM	2015 PROGRAM No
POSITION TITLE	NO. OF STAFF:
Job Description for this position as required to meet the ne Include qualifications needed to perform job (including experience requirements to perform the job). Attach separate	g certifications or licenses and
Annual tuition reimbursement granted for this position: \$	
Actual total hours worked for all employees in this pos completing this application:	ition for the 12 months prior to
Annual turnover for this position (all employees, full and number of separations (including voluntary and involuntary months prior to completing this proposal divided by the total in this position for the twelve months prior to completing	y) from this position in the twelve all number of employees budgeted
For New Applicants for this program who may not have individuals to provide these services, provide annual turn (show calculation):	
For Behavioral Health Division proposals, include certifications and diplomas.	le copies of staff licenses,

CURRENT DIRECT SERVICE PROVIDER AND INDIRECT STAFF (DSP) ROSTER ITEM#34

ITEM 34 is available as a download from: http://county.milwaukee.gov/DHHS bids

This form should be submitted electronically along with the budget spreadsheet.

Contractors will be expected to submit annual program evaluation reports under this contract. Annual evaluation reports for the twelve-month period ending September. 30, 2015 are due by Friday, November 1, 2015 for contractors that are continuing from 2014. For new contractors, evaluation reports are for the 6 months ending March 31, 2016, are due May 1, 2016.

Evaluation Reports for the DSD Early Intervention Birth to Three Program will continue to be due semiannually on January 31st and July 31st of each year. Compliance with this contract requirement constitutes "submission" of this proposal Item.

To summarize, unless otherwise indicated in the Program Requirements, Evaluation Reports for the 12 months ending June 30, 2015 are due August 1, 2015.

**Evaluation reports must conform to the following, in format and content:** 

Using Column G of your Program Logic Model (*Item 29a*) for the current year's program, identify the number and percentage of participants who have achieved each "Expected Outcome" for each program delivered. Using the Program Logic Model, the evaluation reports must consider actual outcomes achieved against outcomes projected in the logic model and must include a copy of the measurement tool (e.g., pre/post test, etc.) used to measure the achievement of the outcome. Using Column H of your Program Logic Model (Item 29a), describe modifications to program and/or indicators and/or projected level of achievement for future reporting periods, based on the findings of the evaluation.

Describe methods of data collection used. Describe how consumers and community members have been integrated into the process of evaluating the program, as appropriate, e.g., through satisfaction surveys, board and committee membership, public forums, etc. Include copies of any instruments used to collect feedback from consumers or the community. Give a specific example of how the results of this feedback have been used.

The Evaluation Reports must be submitted electronically to DHHSCA@milwaukeecountywi.gov in either Excel, Word, or PDF format. In order to ensure that the appropriate division receives the Evaluation Report, the subject line must include the Agency Name, Contracting Division, and Program Title to which the report applies.

In addition to the electronic submission, the evaluation reports may also be submitted to the following persons:

#### CARSD:

Stefanie Beauchene CARS Division 9201 W. Watertown Plank Rd. Milwaukee, WI 53226

#### Management Services:

Diane Gallegos Management Services Division 1220 W. Vliet St., Rm 300 Milwaukee, WI 53205

#### Housing:

James Sponholz Housing Division 1220 W. Vliet St., Rm 300 Milwaukee, WI 53205

#### Delinquency and Court Services:

Theresa Randall
Delinquency & Court Services
10201 West Watertown Plank Road
Milwaukee, WI 53226

#### Disabilities Services:

Jane Alexopoulos Disabilities Services 1220 West Vliet Street, Room 300 Milwaukee, WI 53205 Item 36 partially comprises the points scored under Cultural Diversity and Cultural Competence and under Staffing Plan.

#### **CLIENT CHARACTERISTICS CHART**

ITEM # 36

#### **ETHNICITY DEFINITIONS**

- 1. **Asian or Pacific Islander**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes China, Japan, Korea, the Philippine Islands and Samoa.
- 2. **Black**: All persons having origins in any of the Black racial groups in Africa.
- 3. **Hispanic:** All persons of Cuban, Mexican, Puerto Rican, Central or South American, or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain and other European countries.)
- 4. **American Indian or Alaskan Native**: All persons having origins in any of the original peoples of North America, and those persons who maintain cultural identification through tribal affiliation or community recognition.
- 5. **White:** All persons who are not Asian or Pacific Islander, Black, Hispanic, or American Indian or Alaskan Native.

#### **DISABLED DEFINITIONS**

A disabled individual is defined pursuant to Section 504 of the Rehabilitation Act of 1973.

- 1. Any person who has a physical or mental impairment which substantially limits one or more major life activities (e.g., caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working);
- 2. Any person who has a record of such impairment; or,
- 3. Any person who is regarded as having such impairment.

Describe your data source for completing this form. If your projected client composition differs from your previous year's actual client composition, describe the basis for the difference.

Agonov Nama	2015 CLIENT CHARACTE	KISTICS CF	IAK I	ITEM # 36
Agency Name Disability/Target Gro				
	up		 2015  Progra	m #
Program Name Facility Name & Address			2013 1 10g1a	
	CY 2015 Estimated			
estimate differs fro page. For new appl	unt of Clients to be Served/Y m prior year actual, provide a icants, include numbers for t to the program you are appl	n explanat he program	ion on a separa	te attached
		Number	Percent (%)	Prior year actual
2. Age Group:	a. 0 - 2			
	b. 3 - 11			
	c. 12 - 17			
	d. 18 - 20			
	e. 21 - 35			
	f. 36 - 60			
	g. 61 & over			
	TOTAL			
3. Sex:	a. Female			
0. 00XI	b. Male			
	TOTAL			
			1	•
4. Ethnicity:	a. Asian or Pacific Islander			
	b. Black			
	c. Hispanic			
	d. American Indian or Alaskan Native			
	e. White			
	TOTAL			
		T		1
5. Other:	a. Disabled individuals			
	b. Not applicable			

Date Submitted:

The total in each category must be equal to the number in Form 1, Column 1, Total Number of Cases (Clients) to be served per Year.

**TOTAL** 

# PART 4: OVERVIEW OF PROPOSAL REVIEW PROCESS PROPOSAL REVIEW AND SCORING CRITERIA

# MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES REQUEST FOR PROPOSAL REVIEW PROCESS

#### I. <u>Proposal Review Panel Selection and Representation</u>

#### A. <u>Proposal Review Panel Selection</u>

Proposals to provide services under a purchase contract for the Department of Health and Human Services shall be evaluated by panel members with familiarity and/or experience in the field of social/human services. Panel members and their immediate families (Spouse, Parent, Child, Sibling or Significant Other) may not have any familial, official, board member, employment, fiduciary or contractual relationships with organizations currently funded by Milwaukee County in the program area for which the Proposer has applied, or hold any ownership, contractual or employment interests in the Proposer or its subsidiaries under consideration. At the discretion of DHHS division administrators, respective program, quality assurance and contract administration staff will serve on review panels. Outside panel members will be selected from various sources including the following:

- community volunteers and representatives;
- representatives of professional and educational organizations;
- representatives of community councils and advocacy organizations.

Recommendations of persons to serve on proposal review panels are welcome from appropriate governmental entities, i.e., Community Business Development Partners, etc.

#### B. <u>Proposal Review Panel Representation</u>

Panel representation to review proposals submitted for contract recommendations shall include:

- minority and culturally diverse representation;
- consumer / service recipient representation or their quardians, if applicable.

The primary role of Department of Health and Human Services program division staff shall be to serve in a consulting capacity to panel members. Respective division or DHHS Contract Administration staff shall convene the panel at a specific time and place to discuss the review process in a group setting, and, following the review, to finalize the proposal ratings prior to averaging the scores. Milwaukee County DHHS staff, as consultants, may provide responses to program and procedural information including:

- past performance of a Proposer, including audit finding, probationary status and other sanctions imposed;
- Proposer's problem solving and responsiveness to issues, including adherence to Corrective Action Plans and repeat audit findings;
- program knowledge;
- program needs; and,

- program outcomes and performance reviews.

  Using the established review criteria, representatives participating on a review panel will score each proposal independently on a preliminary basis, with the final proposal analysis reporting an average score of the proposal.
- 1. Panel representation for <u>more than one proposal</u> submitted to provide the same program or service for the DHHS will include a <u>minimum of three members</u>. The panel shall be comprised of as broad a base of community, minority and culturally diverse, consumer/service recipient representation as possible. Based on the discretion of division administrative staff, or on program factors, number of proposals submitted, and minority and culturally diverse representation, etc., panels may be comprised of more than three members including division program or quality assurance staff, and/or DHHS Contract Administration staff.
- 2. Panel representation when <u>only one proposal is submitted</u> to provide a particular program or service will be <u>no more than two members.</u> If only one proposal is received, and the proposer is not an incumbent agency, the panel will be comprised of no more than two members.
- 3. Alternately, if only one proposal is received and the proposer is an incumbent agency that is the current provider of the program services for which proposals are being requested, DHHS may not convene a panel to score the proposal; however, DHHS staff may review the proposal to verify that the proposal meets all specified requirements. This verification may include requesting reports on the Proposer's financial stability, and reviewing results of past awards to the Proposer by Milwaukee County DHHS and/ or other funders. Continued funding for DHHS programs is contingent upon the availability of funds, a satisfactory continuation funding submission (Partial Submission), acceptable program performance, fulfilling required match, if any, review of the program by the applicable division at the end of each contract period, and the respective division administrator's discretion.
- 4. Though there is not a competitive review process for programs and services purchased by the DHHS on a multi-year funding cycle or designated provider agencies, the agencies submitting proposals for all divisions are required to submit proposal items identified in the Purchase of Service Guidelines: Technical Requirements. Program, quality assurance and/or Contract Administration staff will perform a screening of items submitted by agencies in this category.

#### II. General Guidelines

A. The role of the review panel is to rate proposals against the published scoring criteria. These ratings are forwarded to Division Administrators who may accept or dispute them. If a Division Administrator disputes a review and scoring panel's scoring, the panel shall be apprised of the item in dispute, the related criterion and the basis for the dispute. The panel shall then be reconvened to

- discuss and evaluate the basis for the dispute and make a determination to uphold or modify their original rating based on any new information presented.
- B. The primary measure of the quality of the Proposer's proposal will be specific examples of successful previous experience which relates to the various items in the proposal. Successful previous experience will be measured and scored based on the current and recent County contract performance of Proposers, and may take into account audit findings, implementation and adherence to Corrective Action Plans, timeliness in responding to DHHS requests, or other items of noncompliance with contract requirements. For new Proposers, scoring panel may take into account current and recent non-County contract performance, or, for new organizations, the current and recent experience of senior staff at Proposer's agency.
- C. The review process may include verification of assertions made by the Proposer in the proposal, including but not limited to site visits, record review and interviews and reference checking. The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses, and the right to contact any references provided by Proposer.
- D. Reviewers will score proposals against the published criteria, and will not consider non-published criteria.
- E. Criteria to be considered in evaluating proposals include the Proposer's ability to provide the proposed program, the Proposer's proposed program relative to that proposed by other Proposers, and the Proposer's proposed cost to provide the program or service compared to the cost proposed by other qualified Proposers.
- F. For omissions of requested items, Proposers will have scores reduced to 0 for any corresponding review line item, or for requested items which do not have an associated review line item, will receive a reduced score under the "Administrative Ability" section. However, omission of certain requested items may result in proposals not receiving any further consideration.
- G. Division Administrators may consider factors other than scoring in making contract recommendations.

#### III. Proposal Review and Scoring Criteria for ALL contract divisions

A. Administrative Ability - 12 percent. The Proposer demonstrates evidence of administrative capacity to meet federal, state, county and creditor requirements, including timeliness of required submissions and payment of obligations. Proposer demonstrates an ability to provide timely and accurate monthly client and financial reports. Proposer demonstrates an ability to be responsive to crisis situations, including, but not limited to, variations in client referral volume and serving exceptional cases.

In scoring proposals, for agencies currently under contract with DHHS, reviewers will consider the on time and accuracy rate of Proposer in prior year's

required submissions. For new Proposers, reviewers will consider the on time and accuracy rate of Proposer as described by the person providing the required Experience Assessment report (item 29c or 29d). Existing proposers will be rated on the most current evaluation report (item 29e). Additionally, in scoring proposals for Administrative Ability, reviewers will consider the accuracy and completeness of the proposal. Inaccurate or incomplete proposals will receive reduced scores.

In scoring Administrative Ability, reviewers will consider the size, structure, experience, and independence of the board of directors and officers.

The Proposer demonstrates comprehensive emergency preparedness. For full points, Proposer has an existing emergency management plan which includes all required elements, has been tested, and includes specific examples of memoranda of agreement or other formal arrangements for continuity of operations, client care, etc.

Administrative Ability will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

B. **Budget Justification - 13 percent.** The Proposer provides a budget that is accurate, clear, and in sufficient detail. The budget effectively and efficiently supports the level of service, staffing, and the proposed program. The Proposer's proposed cost to deliver the service, compared to other Proposers, reflects the quality and quantity of service to be provided. The reviewer's analysis will include: unit cost comparisons and/or budget overview, total number of units of service to be provided, any limitations on the total number of clients to be served during the contract period.

Budget Justification will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

C. Cultural Diversity and Cultural Competence - 9 percent. The program takes actions that show its commitment to the goals of cultural diversity and cultural competence in the workplace, including diversity in staffing practices and Board/committee composition as well as serving a culturally diverse population in a culturally competent manner.

In evaluating Cultural Diversity in proposals, reviewers will consider the representation of racial and cultural minorities in board and staff relative to the representation of racial and cultural minorities in the projected target population, as measured by data on forms Board of Directors, Owners, Stockholders Demographic Summary (Item 5), Client Characteristic Chart (Item 36) and Employee Demographics Summary (Form 2B, Item 27). For full points, Proposer must demonstrate a ratio of board and staff which is greater than or equal to the ratio of racial and cultural minorities in the projected target population. If Proposer receives less than full points for this item, one point will be added to the score if the Proposer can demonstrate proof of specific action(s) taken within the previous year geared toward increasing board or staff diversity. The action(s) taken must be supported with documentation.

In evaluating Cultural Competence in proposals, reviewers will consider the Proposer's proposed methods for developing and maintaining Cultural Competence as well as the Proposer's history of performance in this area. (Item 23) Proposer must provide specific examples of existing and/or proposed policies, procedures, and other practices, if any, which promote Cultural Competence. For full points, Proposer will have a history of promoting Cultural Competence. Examples of acceptable policies, procedures, and practices can include, but are not limited to: providing in service or other training, or involvement of consumers in policy-making, planning, service delivery, and/or evaluation.

Cultural Diversity and Cultural Competence will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

D. Previous Experience – 13 Percent. The Proposer's experience demonstrates the ability to provide the proposed service to the target group. For Proposers without prior Milwaukee County experience, information will be gathered from Performance Assessments provided by the Proposer following a prescribed format. Documented non-performance or noncompliance under previous contracts will be taken into consideration.

In evaluating experience in proposals, reviewers will consider:

Past Service Experience with similar contracts. Similarity to be measured by looking at specific, detailed examples of **successful** current or recent contracts in terms of: 1) program volume, 2) target population, 3) dollar amount of contract, and 4) service mix. For full points, Proposer currently successfully operates a program which meets or exceeds these four criteria. In evaluating "success" reviewers will consider the content of evaluation and other program reports, as well as Quality Assurance findings and corrective action plans, as applicable.

Previous Experience will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

#### E. Outcomes and Quality Assurance – 13 Percent.

For Proposers with a current or recent County contract, scoring will be based on compliance with submission deadline, required content and overall findings of program evaluation reports for most current contract period, and findings from site audits or any other program or contract noncompliance based on other Quality Assurance reviews (item 29e). For new Proposers or Proposers without a current DHHS contract within the last two years, scores will be derived from item 29c or 29d as applicable.

Outcomes and Quality Assurance will also be scored based on reviewers' prior experience with Proposer, if applicable relating to these criteria.

#### F. Service Plan and Delivery – 28 Percent.

Review and scoring and scoring of the Service Delivery Plan will consider its:

- Consistency with program objectives as defined by DHHS in the Year 2015 Purchase of Service Guidelines Program Requirements and the contract agency.
- Rationale and theories supporting the program activities. Proposers should use research or other evidence-based support for their program model.

There is a performance improvement plan, which includes measurement of outcomes, and demonstrated use of performance information to improve services and program management. For full points, Proposer must describe service delivery in terms of inputs, processes, outputs, and outcomes, and indicators as described in Items 29a and b.

The agency mission statement (item 8) is shown to be consistent with the Division's or program's mission, values or goals.

Agency either owns service site or has a current lease which expires no earlier than the ending date of the current contract period.

Service Delivery Plan will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

G. Staffing Plan – 12 Percent. The Proposer demonstrates an ability to provide effective staffing and agency oversight, including board review and direct service staff supervision. Staffing levels are adequate, and staff is adequately compensated. Staff are licensed and certified as appropriate, or meet other required qualifications. Direct service staff is appropriately experienced. Proposer's turnover rate of direct service staff and training for direct service staff will be compared and ranked against the other Proposers' proposals. Compensation of lowest paid staff will be compared and ranked against the other Proposers' proposals.

Proposer must include average years of experience and turnover rate for direct service staff. For new agencies without a prior contracting history of any kind, Proposer must indicate the required years of experience for direct service staff proposed for the program. Proposer must indicate what type of training is available to staff, including in-service training, tuition reimbursement (if applicable) benefits and utilization, and other training activities such as conference attendance, etc. For full points, Proposer must indicate the specific type and quantity of training available and utilized by direct service staff during the previous year, and the type and quantity is appropriate.

Staffing Plan will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

TOTAL SCORE

100 Percent

# Management Services Division Energy Assistance

**SECTION 5:** 

**PROGRAM REQUIREMENTS** 

#### **5. PROGRAM REQUIREMENTS**

### **Table of Contents**

#### **Recommended Programs and Tentative Allocations**

<u>Page</u>

Program Name Division-Page#

MANAGEMENT SERVICES DIVISION

5-MSD-1

Program Name Section/Page

MSD 001 – Wisconsin Home Energy Assistance Program (WHEAP) 5-MSD-1

#### 2015 TENTATIVE CONTRACT ALLOCATIONS

# MANAGEMENT SERVICES DIVISION Purchase of Service RFP

#### **Recommended Programs**

MSD 001 – Wisconsin Home Energy Assistance Program	2015 - 2016* <u>Tentative</u> <u>Allocation</u>
Administration and Operations	\$1,329,254
Crisis Services	\$581,797
Outreach Services	\$311,417
Total	\$2,222,468

Management Services Division has a three-year RFP contract cycle for the WHEAP program area.

<sup>\*</sup>Final 2016 allocations are contingent upon the 2016 adopted Milwaukee County budget and the final Federal Fiscal Year End 2016 Milwaukee County contract with the Wisconsin Department of Administrative Services, Division of Energy Services.

#### **Management Services Division**

#### Section 5, Part 1 Purpose and Background

#### 1.1 PURPOSE

Milwaukee County DHHS, Management Services Division (MSD), is issuing a competitive Request for Proposal (RFP) to obtain one or more service providers to perform operational services for the Wisconsin Home Energy Assistance Program (WHEAP).

It is Milwaukee County's intent to enter into an agreement with the successful proposer(s) to provide the complete range of services required by the WHEAP operations manual and contract.

#### 1.2 BACKGROUND

WHEAP administers the federally funded Low Income Home Energy Assistance Program (LIHEAP) and Public Benefits (PB) Energy Assistance Program. WHEAP and its related services help over 250,000 Wisconsin households annually.

The Division of Energy Services (DES) contracts with counties and tribes within the state of Wisconsin for the local administration and delivery of WHEAP. The Milwaukee County Department of Health and Human Services, Management Services Division, is locally responsible for providing eligible households living within our jurisdiction with available WHEAP benefits and services.

Milwaukee County maintains the overall responsibility for the guidelines, policies and regulations set forth in the WHEAP operations manual and DES-Milwaukee County contract, Milwaukee County has chosen to subcontract the services and activities listed in this RFP.

#### 1.3 SERVICE STATISTICS

In Federal Fiscal Year (FFY) 2013-14, Milwaukee County processed over 64,000 applications and issued over \$31 million in regular and crisis benefits to Milwaukee County residents. Milwaukee County comprised over one-fourth of the state's applicants, recipients and total benefits paid. Demographic data on FFY 2014 applicants and recipients is listed below. Additional information on FFY 2014 and prior years for Milwaukee County, the State of Wisconsin and other counties can be found on the Detailed Reports page of the Wisconsin Home Energy Plus webpage at <a href="http://homeenergyplus.wi.gov/category.asp?linkcatid=273&linkid=120&locid=25">http://homeenergyplus.wi.gov/category.asp?linkcatid=273&linkid=120&locid=25</a>.

Customer Data	Regular Benefits	Crisis Benefits
Number of applicants/households	64,479	17,158
Number of households paid	58,007	6,135
Average benefit	\$511	\$288
Median (annualized) household income	\$14,460	\$12,900
Median Poverty Level in Households	91%	81%
Number of households at or below FPL	33,642	4,242
Percent of households at or below FPL	52%	24%
Median Reported Primary Fuel Costs	\$931	\$918
Natural Gas as primary fuel	92%	92%
Oil as primary fuel	<1%	4%
Electric as primary fuel	7%	4%
Households requiring furnace assistance		607
Elderly Recipients	14,402	722
Disabled Recipients	27,403	2,620
Households with Children 5 or Younger	20,738	3,017

<sup>\*</sup>all data from the Home Energy Plus Year End Reports

Largest Application Volume	Number	Percent of
(Number of Applications By Zip Code)	of Apps	Total Apps
53209	6430	10.0%
53215	5207	8.1%
53218	5169	8.0%
53206	4968	7.7%
13216	4730	7.3%
53204	4344	6.7%
53210	4021	6.2%
Total of top Zip Codes	34,869	54.1%

<sup>\*</sup>all data from the Home Energy Plus Year End Reports

Largest Application Volume (Percent of households applied By Zip Code)	Number of Apps	Percent of Households
53206	4968	52.7%
53210	4021	40.7%
53205	1409	39.5%
53216	4730	37.8%
53218	5169	36.7%
53209	6430	34.1%
53204	4344	33.9%
53208	3796	31.2%
Total of top Zip Codes	34,867	37.4%

<sup>\*</sup>data compiled from Home Energy Plus Year End Reports and Milwaukee County Census Data

#### 1.4 FACILITIES

The Milwaukee County Management Services Division administrative offices are currently located at:

Marcia Coggs Center 1220 West Vliet Street Milwaukee, WI 53205

Milwaukee County currently subcontracts for four (4) application sites:

Northwest Side operated by Social Development Commission (SDC) 6848 N. Teutonia Avenue Milwaukee, WI 53209

East Side operated by Social Development Commission (SDC) 4041 N. Richards Street Milwaukee, WI 53212

South Side operated by Social Development Commission (SDC) 2968 S. Chase Avenue Milwaukee, WI 53207

Central/Downtown operated by Community Advocates 728 N. James Lovell Street Milwaukee, WI 53233

#### 1.5 GOVERNANCE AND OVERSIGHT

The Wisconsin Division of Energy Services (DES) has charge over all policy and procedure matters related to the Wisconsin Home Energy Assistance Program

(WHEAP). The Milwaukee County Department of Health and Human Services is responsible for all local operations of WHEAP including, but not limited to financial management; outreach, crisis and coordination plans; public information and state reporting. All contracts with the Management Services Division of the Department of Health and Human Services are subject to approval by the Milwaukee County Board of Supervisors and the Department of Energy Services.

The provider is responsible to comply with all Federal, State and local regulations.

# Section 5, Part 2 SCOPE OF SERIVCE, CONTRACT DURATION AND COMPENSATION

#### 2.1 SCOPE OF SERVICE

Under the supervision of, and in partnership with Milwaukee County, the subcontracted agency shall be responsible to ensure that eligible households within the Milwaukee County borders have access to WHEAP benefits. Program requirements are provided annually by the Division of Energy Services (DES) in the Wisconsin Home Energy Assistance Program (WHEAP) Operations Manual (available at: <a href="http://homeenergyplus.wi.gov/category.asp?linkcatid=256">http://homeenergyplus.wi.gov/category.asp?linkcatid=256</a>). These services include, but are not limited to intake and application processing, benefit determination, quality assurance, record retention, reporting, billing, and administration of all programs under the WHEAP umbrella of services. These services include WHEAP regular benefits, WHEAP crisis assistance benefits, WHEAP crisis assistance services, and WHEAP furnace services (commonly known as "no heat" situations).

The provider shall be responsible for conducting the daily operation of the program at an approved facility. The provider shall be responsible for the orderly safekeeping, maintenance, and operation of all equipment and facilities in use for the operation of the program. The provider shall follow industry standards, best practices, and applicable Federal, State and local regulations and standards to ensure safe operations for employees, customers and the general public.

#### 2.2 CORE SERVICE REQUIREMENTS

#### **PROGRAMS**

The agency shall administer the following programs throughout the program year, in accordance with the WHEAP operations manual:

#### WHEAP - Regular Benefits

Regular Benefits provide assistance with current season heating (LIHEAP) and/or non-heating electric (PB) expenses. Regular Benefits are provided on behalf of eligible households to the fuel vendor (utility or bulk fuel vendor) or, in a limited number of situations, directly to the applicant. Households may be eligible for one or both of the benefits. Households may receive only one regular heat and/or one regular electric (non-heating) benefit during each heating season (October 1 to May 15). Regular Benefits provide assistance with the home energy bills and are not intended to cover the total costs of heat or electricity.

#### WHEAP - Crisis Assistance Benefits

Crisis Assistance, whether LIHEAP or PB, is intended to allow the local WHEAP administering agency to respond to special situations; dealing with emergency situations or acting proactively to avoid serious problems. Crisis Assistance is a

discretionary benefit to households—even if a household is eligible, they may not receive assistance.

Crisis Assistance is categorized by two payment types: emergency payments and proactive payments. The eligibility requirements are determined by Milwaukee County.

#### WHEAP - Crisis Assistance Services

Crisis Assistance Services funds are provided to local WHEAP agencies to provide a mechanism for purchase of services (such as education—energy or financial) and goods (such as Weatherization kits) for recipients. These funds may also be used to cover local agency costs of taking and processing applications for Crisis Assistance.

#### WHEAP - Furnace Service

Eligible applicants whose furnace (heating system) ceases to operate or presents a safety threat to the household may be eligible to receive furnace services. Eligibility for furnace services shall be determined by the local WHEAP agency before any service is provided. Furnace services are a discretionary benefit to households: even if a household is eligible, they may not receive services.

#### **SERVICE AREAS**

Milwaukee County is comprised of 6 service areas or zones. The agency shall provide services directed to residents of the zone(s) awarded to them in accordance to the WHEAP operations manual. Service to a particular zone does not preclude the agency from processing applications for any Milwaukee County resident, nor limit residents to only applying in their service area. Zone specific initiatives should be listed in the Agency Narrative for each zone the agency is bidding on.

#### Zone 1 (Northwest)

This zone has the highest number of applications and the highest population. Three (3) of the nine (9) "high volume" (above 3500 applications / year) zip codes are in this zone. There is currently no application site in this zone. In addition, the number of households in this zone at or below the Federal Poverty Level (FPL) is almost 22%. Considering the median household income, the percentage of food share categorically eligible residents, and the number of households at or below the federal poverty level, 3 of the zip codes have a "medium" or "high" level of outreach opportunity.

This area includes zip codes: 53224, 53223, 53225, 53218, 53222, 53216, and 53210 This area includes part or all of the following municipalities: Milwaukee and Brown Deer.

Zip	2014	Households	% of	Median	% of	Outreach	High
	Applications	(HH)	HH	HH	HH	Opportunity	Application

			at	income	applied	Area	Area
			FLP		for		
					WHEAP		
53210	4021	9889	32.0%	\$32,800	40.7%	High	Yes
53216	4730	12,529	27.1%	\$33,486	37.8%	Med	Yes
53218	5169	14,092	28.6%	\$34,239	36.7%	Med	Yes
53222	1221	11,132	10.0%	\$52,377	11.0%		
53223	2207	12,222	13.0%	\$44,738	18.1%		
53224	1930	7781	23.1%	\$40,691	24.8%		
53225	2650	9617	19.4%	\$38,594	27.6%		
Total	21,928	77,262	21.9%		28.4%	_	

<sup>\*</sup>data compiled from Home Energy Plus Year End Reports and Milwaukee County Census Data

#### Zone 2 (Northeast)

Three (3) of the nine (9) "high volume" (above 3500 applications / year) zip codes are in this zone. There are currently two (2) application sites in this zone. This zone has one of the largest percentages of households at or below the Federal Poverty Level (FPL) and at or below 50% of the FPL. Considering the median household income, the percentage of food share categorically eligible residents, and the number of households at or below the federal poverty level, all but the 53217 zip code has a "medium" or "high" level of outreach opportunity.

This area includes zip codes: 53209, 53217, 53206, 53212, and 53211 This area includes part or all of the following municipalities: Milwaukee, Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood and Whitefish Bay.

Zip	2014	Households	% of	Median	% of	Outreach	High
	Applications	(HH)	HH	HH	HH	Opportunity	Application
			at	income	applied	Area	Area
			FLP		for		
					WHEAP		
53206	4968	9432	47.4%	\$22,602	52.7%	High	Yes
53209	6430	18,841	23.8%	\$33,998	34.1%	Med	Yes
53211	421	15,460	22.9%	\$49,128	2.7%	High	
53212	3558	12,722	38.9%	\$29,734	28.0%	High	Yes
53217	243	11,883	3.6%	\$95,150	2.0%		
Total	15,620	68,338	26.2%		22.9%		

<sup>\*</sup>data compiled from Home Energy Plus Year End Reports and Milwaukee County Census Data

#### Zone 3 (Central/Suburban)

This is not a high volume zone, but it does have several community outreach opportunities. The West Allis/West Milwaukee area has one of the highest suburban categorically eligible population percentages in the county.

This area includes zip codes: 53226, 53213, 53214, 53227 and 53219

This area includes part or all of the following municipalities: Milwaukee, Wauwatosa, West Allis and West Milwaukee.

Zip	2014	Households	% of	Median	% of	Outreach	High
	Applications	(HH)	HH	HH	HH	Opportunity	Application
			at	income	applied	Area	Area
			FLP		for		
					WHEAP		
53213	438	11,626	6.6%	\$64,102	3.8%	High	
53214	1902	15,688	15.1%	\$43,989	12.1%	Med	
53219	1592	15,226	9.1%	\$47,564	10.5%		
53226	267	8063	6.3%	\$64,390	3.3%		
53227	774	10,945	10.1%	\$44,940	7.1%	Med	
Total	4973	61,548	10.0%		8.1%		

<sup>\*</sup>data compiled from Home Energy Plus Year End Reports and Milwaukee County Census Data

#### Zone 4 (Downtown/Central)

Again, three (3) of the nine (9) "high volume" (above 3,500 applications / year) zip codes are in this zone. There is currently an application site in this zone. Considering the median household income, the percentage of food share categorically-eligible residents, and the number of households at or below the federal poverty level, all areas have a "medium" or "high" level of outreach opportunity. The median income for this zone is below the FFY 2015 WHEAP household income limit for 2. In addition, zip code 53233 has the highest percent of residents at or below the federal poverty level.

This area includes zip codes: 53208, 53205, 53233, 53203, 53202, 53215, and 53204 This area includes part or all of the following municipalities: Milwaukee

Zip	2014	Households	% of	Median	% of	Outreach	High
	Applications	(HH)	HH	HH	HH	Opportunity	Application
			at	income	applied	Area	Area
			FLP		for		
					WHEAP		
53202	481	14615	17.8%	\$44,093	3.3%	High	
53203	49	618	16.4%	\$41,655	7.9%	Med	
53204	4344	12802	39.2%	\$26,297	33.9%	High	Yes
53205	1409	3566	45.1%	\$22,838	39.5%	High	

53208	3796	12159	34.4%	\$32,160	31.2%	Med	Yes
53215	5207	19223	26.3%	\$34,942	27.1%	Med	Yes
53233	987	5249	61.8%	\$13,905	18.8%	High	
Total	16,273	68232	31.0%		23.8%		

<sup>\*</sup>data compiled from Home Energy Plus Year End Reports and Milwaukee County Census Data

#### Zone 5 (Southwest)

This is not a high volume zone, but it does have several community outreach opportunities. Over 30% of those residents at or below the FPL or Food Share categorically-eligible have not applied for the program.

This area includes zip codes: 53228, 53220, 53221, 53130, 53129, and 53132 This area includes part or all of the following municipalities: Milwaukee, Franklin, Greendale, Greenfield, and Hales Corners.

Zip	2014	Households	% of	Median	% of	Outreach	High
•	Applications	(HH)	HH	HH	HH	Opportunity	Application
			at	income	applied	Area	Area
			FLP		for		
					WHEAP		
53129	266	6044	6.0%	\$59,806	4.4%	High	
53130	125	3332	6.9%	\$63,827	3.8%	High	
53132	403	13327	4.3%	\$78,741	3.0%		
53220	987	11778	10.7%	\$45,572	8.4%	Med	
53221	1906	15858	14.7%	\$44,941	12.0%	Med	
53228	290	6294	7.2%	\$58,636	4.6%	Med	
Total	3977	56,633	9.2%		7.0%		

<sup>\*</sup>data compiled from Home Energy Plus Year End Reports and Milwaukee County Census Data

#### Zone 6 (Southeast)

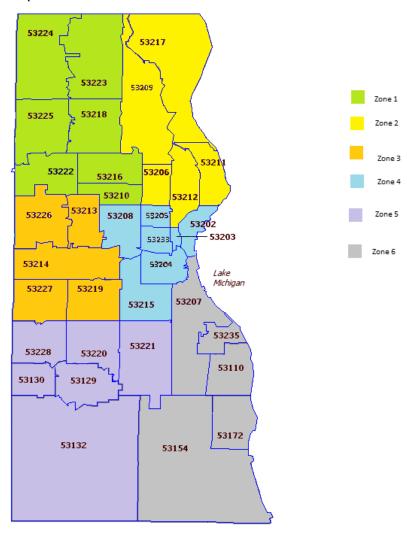
There is one application site in this zone. Nearly all of the southern half of Milwaukee County utilizes this location, making it the busiest application site in the county. There are areas for outreach opportunity.

This area includes zip codes: 53207, 53235, 53110, 53154, and 53172 This area includes part or all of the following municipalities: Milwaukee, Cudahy, Oak Creek, South Milwaukee, and St. Francis.

Zip	2014 Applications	Households (HH)	% of HH at FLP	Median HH income		Outreach Opportunity Area	High Application Area
52110	050	0002	12.00/	\$48,805		Mod	
53110	958	8083	13.9%	\$40,8US	11.9%	Med	

53154	738	14064	6.0%	\$67,384	5.2%		
53172	843	9043	9.0%	\$54,679	9.3%		
53207	1383	15960	10.1%	\$52,964	8.7%		
53235	396	4464	9.7%	\$43,731	8.9%	Med	
Total	4318	51614	9.4%		8.4%		

### Map of Service Zones



#### **ACTIVITIES**

The agency shall include the following elements and activities in their service plan proposal. Guidelines listed are considered the minimum requirements.

#### Location and Hours of Operation

#### Location

The agency shall operate a facility, open to the public, within the service zone. The agency shall be responsible to ensure the property meets all ADA, zoning and occupancy requirements and obtain any and all occupancy permits.

The agency should make every effort to have sufficient parking available, and the facility should also be accessible from 1 or more bus lines.

The agency may have an administrative office outside of the service zone. Both intake and administrative areas need to be compliant with WHEAP sensitive data requirements.

#### Access

The agency shall ensure that all applicants have meaningful and equal access to benefits and services. This includes, but is not limited to persons with limited English proficiency (LEP) and those that are disabled or impaired.

#### Hours of Operation

At a minimum, the agency site shall provide services from 9 am to 4 pm. During peak times the agency site shall provide evening hours at least 1 day per week. Hours of operation need to be clearly posted at the agency.

#### Days of Operation

Customers shall have access to services Monday through Friday. Weekend hours are optional. A list of major holiday/closure dates must be provided to the county prior to each season and posted at the agency.

#### Severe Weather Closure Policy

The agency shall have a written severe weather closure policy. This policy shall be incorporated into Milwaukee County's Coordination Plan.

#### Emergency Services

During the heating season, assistance must be available 24 hours per day, 7 days per week for emergency furnace ("no heat") referrals. The procedure for handling emergency services shall be incorporated into Milwaukee County's Coordination and Crisis Plans.

#### Phone System

The agency shall establish and publicize a local or toll-free telephone number where persons can call year-round for general WHEAP information. This number may be site specific or be centralized for all sites under the direction of a particular agency. Criteria is subject to the WHEAP Policy and Procedure Manual.

The agency shall have the ability to receive calls and messages 24 hours per day, 7 days per week. The agency shall retrieve and return calls in the order received within 3 business days. The outgoing message shall include, but is not limited to business name, location, hours of operation (including closures), emergency/after-hours contact information, and application procedures. The agency shall provide a message script annually, prior to the start of the energy season.

#### Website

The agency shall have a public website. Information regarding the Milwaukee WHEAP program shall be accessible from the agency home page. The WHEAP page shall include, but is not limited to, application requirements, application sites and hours of operations, emergency/afterhours information, and the Milwaukee WHEAP flyer. In addition, the site should offer links to state WHEAP information and all Milwaukee County application sites/providers. Website content is subject to State and County approval.

#### Marketing Materials

All posted materials are subject to State and County Approval.

#### Application Intake

The agency shall provide access for any Milwaukee County resident to file an application for WHEAP. Any household within Milwaukee County is eligible to apply for benefits and services at the location of and/or in the manner of their choosing.

#### Walk-in Applicants

The agency may determine the method and manner walk-in applicants are processed. Hours of operation and application procedures shall be posted at the site.

#### Phone Applications

The agency shall offer phone applications. Customers requesting a phone application shall have an appointment assigned within 3 business days of the request.

#### • Home Visits

The agency shall offer home visits. Customers shall have an appointment assigned within 3 business days of the request.

#### Eligibility Determinations

Applications shall be processed within the guidelines set forth in the WHEAP manual. Whenever possible, the preference is to do an interactive application. Paper applications may also be accepted.

#### Outreach

The agency shall develop a plan to reach targeted households within their zone. In addition, a schedule of alternative application sites and information points should be developed. Milwaukee County requires monthly reporting of Outreach activities.

The agency shall accept early applications during the current energy year for the upcoming energy season, regardless of the contract status of the future season. The early application schedule will be determined by Milwaukee County and the core work group.

#### • Crisis

Milwaukee County, along with the core work group and steering committee, determines the crisis plan and crisis criteria each year. The agency shall be required to administer or provide all services designated in the crisis plan. These services have included, but are not limited to, application processing, enrollment in an assistance plan, assisting in setting up a utility payment plan, providing workshops, or case management. Milwaukee County requires monthly reporting of Crisis services.

#### Quality Assurance Auditing and Monitoring

The agency shall be responsible to ensure that accuracy and timeliness of all applications taken within their service area. The agency shall provide a monitoring/QA plan. Milwaukee County requires monthly reporting and will do an annual review of cases.

#### Fair Hearings

Any customer has the right to request a fair hearing about any benefit determination made by the agency. The agency is required to respond to any fair hearing requests for determinations made at their application site. Milwaukee County will be notified by the state of any hearing requests. Those requests shall be forwarded via email to the designated agency person to provide a case records and attend the hearing on behalf of the agency. All fair hearing notifications shall be acknowledged via email within 24 hours (One (1) business day).

#### **Customer Complaints**

The agency shall respond to any customer complaint in a timely and professional manner.

In addition, the County or State may request additional information regarding an application/interaction or customer follow-up. The agency shall designate a representative to receive complaint/inquiry information. The designee shall respond or acknowledge the request within the same business day.

#### **Training**

The agency shall ensure that all staff members are trained and demonstrate proficiency in WHEAP policies and procedures prior to the start of the energy season and/or processing any applications. New employees are required to attend the state-run "New Worker" training. Milwaukee County and the core work group shall coordinate annual worker training for all staff.

#### File Retention

The agency shall maintain all required application documents for 5 years after the completion of the contract year, as listed in the WHEAP operations manual. Agencies are required to maintain records in a confidential manner in accordance with Wisconsin State Statutes and any other applicable state or federal laws. The agency shall demonstrate compliance with all WHEAP guidelines for handling sensitive data.

#### Committee Participation

The agency shall participate in the following committees/activities:

- State and County reviews
- Milwaukee County steering committee
- The core work group
- State meetings and trainings
- Other State and County meetings and committees as needed

#### **Invoicing**

Billing is based on actual expenses. The agency shall provide accurate monthly billing of all activities by funding source in accordance with the approved annual budget and the WHEAP operations manual. Billing statements and reports are due no later than the 10<sup>th</sup> business day of the month following the service delivery month. Actual expenses are required to be reported in each funding source for each month of the contract, even if expenses exceed the contract amount. In addition, the agency shall provide:

- A monthly report of outreach and crisis activities
- A monthly report of customers served

#### Site Representative Policy

The agency is required to identify a lead worker or supervisor at each site (See Provider Service Site Information Item # 30). The person will be the main contact person for inquiries and site information and considered the site representative. In addition, a quality assurance person shall be designated. This person may or may not be the lead worker or supervisor. Participation in core workgroup, steering committee and all training activities is required of the site representative. In addition they will have input in process improvement activities and developing annual state plans. Any agency that oversees more than one (1) site may also include a program manager as part of these activities.

#### Staffing/Personnel

Each site shall have a lead worker/supervisor to oversee site operations and be the primary site contact. In addition, a quality assurance person shall be designated. This person may or may not be the lead worker or supervisor. The staffing plan (Response item #32) shall include the number of staff and the number of daily and weekly staff hours needed. Staff may be full or part time based on the agency needs. All staff must meet the Wisconsin caregiver background check (CBC) criteria. A roster of all direct and indirect staff (including compliance with CBC, Driving and training requirements) is required to be submitted prior to the start of the energy season. All staff submissions are subject to Milwaukee County review and approval.

#### **Human Resources**

The agency shall have a designated Human Resources person or department to maintain personnel files for employees that meets the requirements of any state or federal regulations concerning personnel. These records should include training, Criteria-based Job Descriptions, Annual Performance Evaluations and Reviews, Competency Testing and Documentation, driver record abstracts, and caregiver background checks.

A complete staffing roster shall be submitted prior to the start of the energy season. Any changes in staff should be reported via the add/delete sheet. Copies of the 3 part background check need to be provided to DHHS along with the staffing roster for new staff.

The agency shall ensure that, at a minimum, the following contractual requirements be part of the internal Policy and Procedure for Human Resources in regards to Caregiver Background Checks.

- Caregiver background checks (CBCs) need to be processed for all employees (direct, indirect and contractual) associated with the contract no more than 90 days prior to the date of hire. CBCs should be processed at intervals no greater than every 4 years thereafter. Employees that are on seasonal layoff, medical leave or otherwise not actively employed for more than 90 days shall be treated as new employees and have a CBC processed prior to their return to work.
- Hiring practices related to the contract are subject to the Wisconsin Caregiver Law and Milwaukee County Caregiver Resolution 99-233. No employee with a barable offense or substantially related offense may provide any services related to the contract.
- Employees are required to report any convictions or new arrests to the agency within 24 hours of the event.
- A complete staff roster must be provided prior to the start of the contract year. In addition, any change in staff is to be reported on the add/delete sheet provided

by Milwaukee County. A copy of the 3 part BID must accompany any staff additions and any future annual rosters.

 CBC records must be retained for at least 5 years after the contract termination date.

The agency shall be responsible to ensure that all employees for this program meet the criteria established under the Wisconsin Caregiver law and that all documentation is present prior to the employee beginning work. Milwaukee County has the right to review any caregiver background checks and disallow any employee to provide services for this program. For more information, see the DHHS Procedure Manual on Caregiver Background Checks at: <a href="http://county.milwaukee.gov/ContractMgt15483.htm">http://county.milwaukee.gov/ContractMgt15483.htm</a>

#### **COUNTY OVERSIGHT / COORDINATION**

The Division of Energy Services (DES) contracts with counties and tribes within the state of Wisconsin for the local administration and delivery of WHEAP. The Milwaukee County Department of Health and Human Services is charged with the responsibility of providing eligible households living within our jurisdiction with available WHEAP benefits and services.

Therefore, Milwaukee County retains the right to provide and/or oversee these functions of the Milwaukee WHEAP contract:

- Convene and lead the Steering Committee.
- Organize the annual all-staff training session.
- Orchestrate and approve all communications that represent the county program as a whole, including, but not limited to: the Milwaukee County WHEAP season flyers and posters, crisis flyers and posters, early application letters, promotional events, and media coverage.
- Place county staff at any of the location sites based on need, volume, project or other criteria.
- Direct the State Administrative Review.
- Convene and lead the Core Work Group.
- Oversee budget and claims.
- Implement Policies and Procedures.
- Create and submit state plans (Crisis, Outreach and Coordination) for Milwaukee County.

#### **EMPLOYEE RECORDS AND AUDITS REQUIREMENTS**

The agency is required to permit the authorized representatives of the County Auditor the right to inspect and audit all data and records of Contractor related to carrying out the agreement for a period of up to four (4) years after completion of the contract.

The agency is required to obtain prior written approval from Milwaukee County for all subcontractors and/or associates to be used in performing its contractual obligations.

The agency is required to enter into a written contractual agreement with Milwaukee County-approved sub-contractors and/or associates which binds the sub-contractor to the same audit contract terms and conditions of the prime Contractor.

The agency is required to assure that employee records contain the following items for review at any time:

- Employee's full name and aliases
- Date of Birth
- Job Description & Title
- Hire Date / Start Date at Agency
- Compliance with Wisconsin Caregiver Law, which includes the Department of Justice (DOJ) Criminal Background check, Caregiver Background check, the Bureau of Information Disclosure form (BID, and credential verification) (Due prior to employment and thereafter every four (4) years or at any time within that period when Provider has reason to believe a new check should be obtained)
- Copy of Current Driver Record Abstract (DRA), completed as required, ensuring Valid Driver's License for each provider/employee requiring one
- Copy of any specialized license as applicable
- Employment application & Education History
- Evidence of agency orientation training
- Certificates, registrations and evidence of specialized training
- Employee Evaluations and documented evidence of disciplinary actions taken as needed

The agency is required to submit a complete list of all contracted employees, electronically, to Quality Assurance <u>prior to</u> the provider/employee starting service at the agency (i.e., full name of each provider/employee, service start date, position title, driving abstract record, Criminal Record Check and Caregiver Misconduct report to include the Bureau of Information Disclosure (BID) form and out-of-state Criminal Background Check (CBC) or FBI record, if applicable).

#### 2.3 CONTRACT DURATION

The period of performance contracted will be for a period of 1 year from October 1, 2015 to September 30, 2016. There will be an option for 2 one-year renewals after the dates of the initial term. Such renewal shall be made by a mutual agreement and be on the same terms and conditions as the initial contract.

Responses to this RFP shall be based upon a three (3) year term.

#### 2.4 TYPE OF CONTRACT/PAYMENTS

Milwaukee County plans to award a contract(s) from this RFP that reflects payment for services provided based on Providers net expense (gross expenses less any other program revenue). Any final contract resulting from this RFP will be subject to negotiation, and approval of the Milwaukee County Board of Supervisors.

#### 2.5 MODIFICATION OF SCOPE OF SERVICES/LIMITATIONS

All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process or the contract period. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations. Milwaukee County has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. Milwaukee County will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the needs as defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals restricting or placing requirements for proposal acceptance upon Milwaukee County or based upon assumptions may be deemed non-responsive.

# Management Services Division Energy Assistance

**SECTION 6:** 

**FORMS** 

#### 6. FORMS

 Required forms have been included in the respective sections of this RFP, except linked budget forms, which are available for download from the Contract Administration website at: http://county.milwaukee.gov/DHHS\_bids

# Management Services Division Energy Assistance

**SECTION 7:** 

**APPENDICES** 

#### 7. APPENDICES

- Milwaukee County Audit Services Division Fraud Hotline
- Designation of Confidential and Proprietary Information
- Statement of Deviations and Exceptions



### MILWAUKEE COUNTY GOVERNMENT

# HOTLINE

Ph: (414) 93-FRAUD - Fax: (414) 223-1895 (933-7283)

Write: Audit Hotline- 2711 W. Wells St., 9th Floor, Milwaukee, WI 53208 Website: my.execpc.com/~milcoaud

A service of the Milwaukee County Comptroller's Office

#### For Reporting:

- Incidents of fraud or waste in County government
- Concerns over inefficient Milwaukee County government operations

CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES

#### ----- Other Numbers -----

Sheriff's Department -

Milwaukee County:	
Aging - Elder Abuse Helpline	414-289-6874
Child Support - TIPS Hotline	
(Turn in Parents for Support)	414-278-5222
District Attorney –	
<b>Consumer Fraud Unit</b>	414-278-4646
Public Integrity Unit	414-278-4645
Mental Health	
Crisis Hotline	414-257-7222
Crisis Hotline (TTY/TDD)	414-257-6300
City of Milwaukee:	

Community Against Pushers (Anonymous Drug Reporting)	414-273-2020
Guns Hotline	414-278-4867
State of Wisconsin:	

State of Wisconsin:	
Child Abuse or Neglect Referrals	414-220-7233
<b>DOJ Consumer Protection Unit</b>	1-800-998-0700
Wisconsin W-2 Fraud Hotline	1-877-865-3432
Wisconsin Child Care Fraud	1-877-302-3728
Legislative Audit Bureau Hotline	1-877-372-8317

Federal:	
Medicare Fraud	1-800-447-8477
Social Security Fraud	1-800-269-0271
Federal Funds Fraud (FraudNet)	1-800-424-5454

(7/2/12)

**Fraud Hotline** 

414-286-3440

#### DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Please insert this form after the cover letter in your submission

We request that the following pages not be released:

The attached material submitted in response to the 2015 RFP includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

#### Prices always become public information when proposals are open, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

ection Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the RFP may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name		 	
Authorized Representative	Signature	 	
	Olgriature		
Authorized Representative	Type or Print		
Date			

#### STATEMENT OF DEVIATIONS AND EXCEPTIONS

Proposer(s) has reviewed the RFP and other Requirements in their entirety and has the following exceptions and deviations:
(Please list your exceptions and deviations by indicating the section or paragraph number, and page
number, as applicable. Deviations and exceptions from original text, terms, conditions, or
specifications shall be described fully. Be specific about your objections to content, language, or

omissions. Add as many pages as required. Please insert this form after the cover letter in your

submission.)